United States Environmental Protection Agency
Washington, D.C. 20460

Water Compliance Inspection Report

Section A: National Data System Coding (i.e., PCS)

Transaction Code	NPDES	yr/mo/day	Inspection Type	Inspector	Fac Type
N	IDP0000008	11/03/17	I	R	2

Remarks

Inspection Work Days	Facility Self-Monitoring Evaluation Rating	BI	QA	Reserved

Section B: Facility Data

Name and Location of Facility Inspected *(For industrial users discharging to POTW, also include POTW name and NPDES permit number)*

Darigold Inc
17030 South Buchanan Street
Jerome, ID 83338

Entry Time/Date: 3-17-11 1:30 PM

Exit Time/Date: 3-17-11 4:30 PM

Permit Effective Date: unpermitted

Permit Expiration Date:

Name(s) of On-Site Representative(s)/Title(s)/Phone and Fax Number(s)

Chris Lammer, Environmental manager, 208-631-9213
Chuck seyfert, plant facilitator, 208-324-5390
Michael Mark, plant manger, 208-324-5390 x313

Other Facility Data *(e.g., SIC NAICS, and other descriptive information)*

SIC: ~~2023~~ 2023
NAICS: ~~311514~~ 311514

Name, Address of Responsible Official/Title/Phone and Fax Number

chuck seyfert, plant facilitator
208-324-5390

Contacted: ☑ Yes ☐ No

Section C: Areas Evaluated During Inspection *(Check only those areas evaluated)*

☐ Permit	☒ Self-Monitoring Program	☒ Pretreatment	☐ MS4
☒ **Records/Reports**	☐ Compliance Schedules	☐ Pollution Prevention	
☒ Facility Site Review	☐ Laboratory	☐ Storm Water	
☐ Effluent/Receiving Waters	☒ Operations & Maintenance	☐ Combined Sewer Overflow	
☐ Flow Measurement	☐ Sludge Handling/Disposal	☐ Sanitary Sewer Overflow	

Section D: Summary of Findings/Comments

(Attach additional sheets of narrative and checklists, including Single Event Violation codes, as necessary)

SEV Codes | SEV Description

RECEIVED
APR 11 2011
U.S. EPA REGION 10
OFFICE OF COMPLIANCE AND ENFORCEMENT

Name(s) and Signature(s) of Inspector(s)	Agency/Office/Phone and Fax Numbers	Date
MICHAEL LE, Michael Le	EPA, Region 10, OWW, NPU (206)553-1099, (206)553-0165 fax	3-28-2011

Signature of Management Q A Reviewer	Agency/Office/Phone and Fax Numbers	Date
Michael Lidgard, Michael Lidgard	EPA R10, OWW, NPU 206 553-1755, 206 553 0165 (f)	7/24/13

EPA Form 3560-3 (Rev 1-06) Previous editions are obsolete.

NPDES IDP0000008

ICIS
4-12-2011
YJ Brown

INSTRUCTIONS

Section A: National Data System Coding *(i.e., PCS)*

Column 1: Transaction Code: Use N, C, or D for New, Change, or Delete. All inspections will be *new* unless there is an error in the data entered.

Columns 3-11: NPDES Permit No. Enter the facility's NPDES permit number - third character in permit number indicates permit type for U=unpermitted, G=general permit, etc.. *(Use the Remarks columns to record the State permit number, if necessary.)*

Columns 12-17: Inspection Date. Insert the date entry was made into the facility. Use the year/month/day format (e.g., 04/10/01 = October 01, 2004).

Column 18: Inspection Type*. Use one of the codes listed below to describe the type of inspection:

A Performance Audit
B Compliance Biomonitoring
C Compliance Evaluation (non-sampling)
D Diagnostic
F Pretreatment (Follow-up)
G Pretreatment (Audit)
I Industrial User (IU) Inspection
J Complaints
M Multimedia
N Spill
O Compliance Evaluation (Oversight)
P Pretreatment Compliance Inspection
R Reconnaissance
S Compliance Sampling
U IU Inspection with Pretreatment Audit
X Toxics Inspection
Z Sludge - Biosolids
Combined Sewer Overflow-Sampling
$ Combined Sewer Overflow-Non-Sampling
+ Sanitary Sewer Overflow-Sampling
& Sanitary Sewer Overflow-Non-Sampling
\ CAFO-Sampling
= CAFO-Non-Sampling
2 IU Sampling Inspection
3 IU Non-Sampling Inspection
4 IU Toxics Inspection
5 IU Sampling Inspection with Pretreatment
6 IU Non-Sampling Inspection with Pretreatment
7 IU Toxics with Pretreatment
! Pretreatment Compliance (Oversight)
@ Follow-up (enforcement)
{ Storm Water-Construction-Sampling
} Storm Water-Construction-Non-Sampling
: Storm Water-Non-Construction-Sampling
~ Storm Water-Non-Construction-Non-Sampling
< Storm Water-MS4-Sampling
- Storm Water-MS4-Non-Sampling
> Storm Water-MS4-Audit

Column 19: Inspector Code. Use one of the codes listed below to describe the *lead agency* in the inspection.

A — State (Contractor)
B ---- EPA (Contractor)
E — Corps of Engineers
J — Joint EPA/State Inspectors—EPA Lead
L ---- Local Health Department (State)
N — NEIC Inspectors
O— Other Inspectors, Federal/EPA (Specify in Remarks columns)
P— Other Inspectors, State (Specify in Remarks columns)
R — EPA Regional Inspector
S — State Inspector
T — Joint State/EPA Inspectors—State lead

Column 20: Facility Type. Use one of the codes below to describe the facility.

1 — Municipal. Publicly Owned Treatment Works (POTWs) with 1987 Standard Industrial Code (SIC) 4952.
2 — Industrial. Other than municipal, agricultural, and Federal facilities.
3 — Agricultural. Facilities classified with 1987 SIC 0111 to 0971.
4 — Federal. Facilities identified as Federal by the EPA Regional Office.
5 — Oil & Gas. Facilities classified with 1987 SIC 1311 to 1389.

Columns 21-66: Remarks. These columns are reserved for remarks at the discretion of the Region.

Columns 67-69: Inspection Work Days. Estimate the total work effort (to the nearest 0.1 work day), up to 99.9 days, that were used to complete the inspection and submit a QA reviewed report of findings. This estimate includes the accumulative effort of all participating inspectors; any effort for laboratory analyses, testing, and remote sensing; and the billed payroll time for travel and pre and post inspection preparation. This estimate does not require detailed documentation.

Column 70: Facility Evaluation Rating. Use information gathered during the inspection (regardless of inspection type) to evaluate the quality of the facility self-monitoring program. Grade the program using a scale of 1 to 5 with a score of 5 being used for very reliable self-monitoring programs, 3 being satisfactory, and 1 being used for very unreliable programs.

Column 71: Biomonitoring Information. Enter D for static testing. Enter F for flow through testing. Enter N for no biomonitoring.

Column 72: Quality Assurance Data Inspection. Enter Q if the inspection was conducted as followup on quality assurance sample results. Enter N otherwise.

Columns 73-80: These columns are reserved for regionally defined information.

Section B: Facility Data

This section is self-explanatory except for "Other Facility Data," which may include new information not in the permit or PCS (e.g., new outfalls, names of receiving waters, new ownership, other updates to the record, SIC/NAICS Codes, Latitude/Longitude).

Section C: Areas Evaluated During Inspection

Check only those areas evaluated by marking the appropriate box. Use Section D and additional sheets as necessary. Support the findings, as necessary, in a brief narrative report. Use the headings given on the report form (e.g., Permit, Records/Reports) when discussing the areas evaluated during the inspection.

Section D: Summary of Findings/Comments

Briefly summarize the inspection findings. This summary should abstract the pertinent inspection findings, not replace the narrative report. Reference a list of attachments, such as completed checklists taken from the NPDES Compliance Inspection Manuals and pretreatment guidance documents, including effluent data when sampling has been done. Use extra sheets as necessary.

*Footnote: In addition to the inspection types listed above under column 18, a state may continue to use the following wet weather and CAFO inspection types until the state is brought into ICIS-NPDES: K: CAFO, V: SSO, Y: CSO, W: Storm Water 9: MS4. States may also use the new wet weather, CAFO and MS4 inspections types shown in column 18 of this form. The EPA regions are required to use the new wet weather, CAFO, and MS4 inspection types for inspections with an inspection date (DTIN) on or after July 1, 2005.

Chris Lammer, P.E.

Environmental Manager

618 Allumbaugh Street Boise, ID 83704

208 631.9213

email: chris.lammer@darigold.com

Michael Mask

Plant Manager

1703 South Buchanan, PO Box I Jerome, ID 83338

208 324.5390 ext. 313 Cell: 208 994.8003 Fax: 208 324.5433

email: mike.mask@darigold.com

Chuck Seyfert

Plant Facilitator

1703 South Buchanan P.O. Box 1 Jerome, ID 83338

208 324.5390 Cell: 208 420.3564 Fax: 208 324.5433

email: chuck.seyfert@darigold.com

U.S. EPA INDUSTRIAL PRETREATMENT INSPECTION CHECKLIST

Date of Inspection: 3-17-2011 Time of Inspection 1:30 - 4:30 pm

Name of Industrial User: Darigold

Mailing Address:

P.O. BOX I
Jerome, ID 83338

Facility Location Address:

1703 South Buchanan
Jerome, ID 83338

IU is classified as: _____ Categorical User (CIU) ✓ Significant (SIU)

Name and Title of Responsible Official: Chris Lammer, Environmental manager

Contact (Phone & Email): 208-631-9213, chris.lammer@darigold.com

Name of Operator in Responsible Charge: chuck seyfert, plant facilitator

Contact (Phone & Email): 208-324-5390, chuck.seyfert@darigold.com

Representatives Present During Inspection: Chris Lammer, chuck seyfert, and Michael Mask (plant manager), 208-324-5390 ext 313, mike.mask@darigold.com

Facility Completes Own Analysis? (Yes) (No)

If no, Analytical Laboratory Name/Address? City conducts sampling; facility samples production water

PART 1: INTIAL INTERVIEW

PART 1A: General Information

1. Type of Business conducted at this facility: milk / dairy products
2. Principal Raw Material(s) used? milk and permeate
3. Principal Product(s) produced? powdered milk, some cream, condensed skim milk, and animal feed
4. Production process is: ___ Batch ✓ Continuous ___ % Batch ___ % Cont
5. List all additional activities and specific Processes occurring at this facility: ___ permeate, vitamins
6. Types of Wastes generated? processed waste water

Names of waste haulers? solids from ~~wheels~~ stock tank are hauled off by Enviroclean

7. Is there a spill prevention plan at this facility? ✓ Yes ___ No
8. Does this facility have an existing discharge permit from Jerome ✓ Yes ___ No
9. Is the facility registered under the Storm water General Permit? ___ Yes ✓ No
10. Waste water discharged to? Jerome WWTP
11. Month/Year Production began at this facility: 9/1999
12. Hours of Operation: 24 Shifts: 4
13. Days/Week: 7 days / week Number of Employees: 144

Additional Comments:

Part 1B: Water Source and Use

1. Raw Water Sources:

✓ Public Water Supply (Specify: _____)

_____ Private Well(s)

_____ Surface Water (Specify: _____)

2. Are Raw Water Sources metered or are other means available for flow measurement? (Specify: _____)

3. Describe any water treatment or conditioning processed utilized: none

4. Average Daily Water Use (gpd) ~300,000 Maximum (gpd) ~500,000

Part 1C: Records/Reports

1. How long are the records and reports maintained by the facility? since start of operation

2. If the facility monitors any permitted parameter more frequently than required by a permit, regardless of the testing method, are these results recorded? no

3. Is there a Best Management Practice Plan (BMPP) on site? yes, SOP, facility audited annually using Cook and Thurber protocols.

4. Is the facility required to self monitor and report to the City of Jerome? yes

5. What must the facility monitor for, how frequently, and when are reports due to the City of Jerome? The facility does not monitor. The city is responsible for all monitoring

Part 1D: Facility Site Review

1. Are there any changes to the treatment system/design since the plant went on line? In 2002, the facility upgraded

2. Is there any change in flow conditions such as an increase or decrease in the daily average or maximum flow rate by more than 20%? yes, 2002 expansion

3. Is there any change in treatment such as add-ons or removal of any major operable unit of the system? no

4. Are any chemical additives used to enhance treatment? yes, sodium hydroxide and sulfuric acids

5. Is there any change in the discharge location? no

6. Are there any unpermitted flows entering the groundwater or surface water from the facility? no

7. Is there any evidence of potential spills which can contribute pollutants to any storm drains? no

8. Are any liquid wastes or sludges from this facility disposed of by means other than discharging to the local sewer system? yes, liquid wastes are collected by Thermo Fluid (Nampa/Caldwell)

9. Does this facility generate any waste process/residual materials? yes, animal feed

10. Quantity generated per month? very little

11. How is it stored/disposed of? Thermo fluid picks up quarterly

12. Does this facility have a designated/centralized areas(s) for the storage of hazardous waste? yes, battery and light bulbs

PART 2: PLANT TOUR

Part 2A: Production and Storage Areas

1. Are there any floor drains in the production area? yes Where do they go? wastewater → lift station → equilization tank

2. Are the production areas diked, contained, or otherwise constructed in such a way as to prevent harm to the WWTP, especially from spills or slugs? no. Chemical storage area is fenced and locked

3. Are there floor drains in the storage area(s)? yes Where do they go? to equilization tank and pH adjustment taken

4. Are process and storage tanks and pipes labeled? Yes

5. Are grease-traps, oil and water separators, and holding/storage tank cleaned? no, very little materials are generated

6. When is the production area cleaned? clean-in-place every 20-30 hrs

7. Is the wastewater from the cleaning the production area discharged to the POTW? ____

10. What non-process wastewaters are discharged to the POTW? no

Comments: dryer wash (dryers are thoroughly cleaned); Bag house cleaning is done once a year.

Part 2B: Pretreatment System

1. What type of pretreatment is at this facility? equilization and pH adjustment

2. Does the operator/representative seem knowledgeable about the system? yes

3. Is there a licensed operator for the pretreatment system? no

4. Are all units operational? yes

5. How often does the operator/maintenance person check the system? daily, by computer monitoring

6. Is there an operator for each shift? yes

7. How and when is sludge or wastes disposed of? n/a

8. Manifest copies available? n/a

9. Is there a schedule for preventative maintenance? yes

Additional Comments: preventative maintenance schedule is stored on Oracle 7i

Part 2C: Sampling Point, Sampling and Flow Measurement

1. Describe sampling point(s): (Attach picture/drawing if necessary after equilization in the manhole.

2. Are the sampling locations representative of the waste stream? yes

3. Does the outside certified lab complete sampling? Magic Valley Lab

4. Does the facility or lab have documented procedures for sampling and analysis? yes for COD

5. Ask the industry representative to describe sampling procedures: n/a

6. Samples are: _____ Grab ✓ Composite

7. Amount of process wastewater discharged (gpd): ~300,000

8. Is flow measurement equipment operational? yes

9. Is there a calibration log for the flow meter? yes

10. Make and Model of flow meter? ISCO, model # 4210

11. Does metered waste include sanitary? no

12. When was the last time the meter was calibrated by the manufacturer's authorized service representative? May 13, 2010

Additional Comments: _____

PART 3: EXIT INTERVIEW: Review monitoring records and other industry records.

1. Are files well organized? yes

2. Are sample collection/chain-of-custody forms filled out completely? no

3. Do results in files agree with reports sent to the POTW? no

4. Who has the authority to shut down production should a spill or slug discharge occur? Michael Mask, John Wolters, and Ron William

5. Has the facility been asked to shut down or reduce flow in the past year? yes, no log is kept; approximately 10-12 times

6. How does the facility inform its employees of whom to call at the POTW in case of a spill/slug? trainings; spill plan

7. Is the facility implementing a slug/spill control plan? yes

Additional Comments:

Recommended Actions/Follow up: chemical storage area should have secondary containment.

Signature of Inspector(s)

1. Name (print): MICHAEL LE Date: 3-17-2011

   Signature: Michael Le

2. Name (print): _____ Date: _____

   Signature: _____

Industrial User Inspection Report

Darigold, Jerome, Idaho

March 17, 2011

Prepared by Michael Le, U.S. EPA, Region 10, Office of Water and Watersheds

Table of Contents:

Attachments:

I. Facility Information

Facility Name:	Darigold (facility)
Facility Type:	Dry Milk Products Producer
Facility Location:	1703 South Buchanan Jerome, ID 83338
Mailing Address:	P.O. Box I Jerome, ID 83338
Facility Contacts:	Chuck Seyfert, Plant Facilitator Michael Mask, Plant Manager
Facility Numbers:	(208) 324-5390 (208) 324-5433 fax
Permit:	Industrial Wastewater Discharge Permit
Permit Status:	Permit became effective on January 1, 2008 and will expire on December 31, 2013
SIC Code:	2023

II. Inspection Information

Inspection Date:	March 17, 2011
Time of Inspection:	1:30 PM to 4:30 PM
Weather:	Cool and sunny
Purpose:	Determination of compliance with the pretreatment Regulations. Investigate potential cause(s) of Interference at

III. Inspection Entry

This was an announced inspection. The facility was contacted on March 16, 2011. William (Bill) Stewart and I arrived at the facility at approximately 1:30 p.m.

We drove the facility around 1:20 p.m. We were met by the receptionist at the front desk and were asked to sign a waiver document. Shortly we were met by Mr. Chris Lammer (Environmental Manager), Chuck Seyfert (Plant Facilitator), and Michael Mask (Plant Manager). We explained that we cannot sign the waiver form. Mr. Lammer and Mr. Mask indicated that we can proceed with the inspection without having to sign the waiver form.

We had an opening conference with Mr. Lammer, Mr. Seyfert, and Mr. Mask where we presented our credentials and discussed the purpose of the inspection. Mr. Lammer stated that he is responsible for coordinating the environmental programs of all of Darigold's facilities. We were not denied access to the facility. We accompanied throughout the inspection by Mr. Lammer, Mr. Seyfert, and Mr. Mask.

IV. Inspection Chronology

On March 15, 2011, the inspection began with an entry interview followed by a tour of the facility. As a part of the interview, I filled out an industrial user checklist. The company representatives provided copies of the facility's industrial wastewater discharge permit, billing reports, chemicals inventory, monitoring data, facility plan, spill prevention plan, and dryer post-wash checklist. (see Attachment A). Mr. Stewart took photographs during the inspection for EPA. Mr. Lammer also took photographs during the inspection for the facility. The EPA inspectors held a closing conference with the facility representatives after the walk through.

V. Ownership

Mr. Mask and Mr. Seyfert stated that company is privately owned with several owners.

VI. Background

Darigold started operation around September 1999 according to Mr. Seyfert. The facility produces mainly dry milk products. The facility also produces some cream and condensed skim milk. Darigold is considered a significant industrial user because it discharges more than 25,000 gallons of process wastewater to the Publicly Owned Treatment Works (POTW) as defined under 40 CFR 403.3(v). Dairies from the surrounding communities provide the raw milk to the facility every day. Average daily water use is approximately 300,000 to 500,000 gallons depending on production levels. The facility is in operation 24-hr/day, 7-day/week. Approximately 44 people work at Darigold. In 2002, the facility expanded and increased its production. However, the wastewater treatment system did not changed significantly. Except for domestic wastewater, all process wastewater at the facility are collected, treated, and monitored before discharging to the wastewater treatment plant. The City of Jerome is responsible for monitoring all the parameters in the permit. The City of Jerome currently does not have an approved pretreatment program.

VII. Waste Management Process

Industrial process wastewater is generated from the receiving bay all the way through each stage of production, including separation, clean-in-place (CIP), filtration, evaporation, high pressurization, and drying. Industrial wastewater is also generated in the boiler room and maintenance shop. There are floor drains and rectangular grates along the production stages that are designed to capture all industrial wastewater that is generated during production. Darigold also has a small in-house lab that it uses mainly for quality control. Wastewater from the lab is also collected and discharged to the wastewater treatment system. Domestic wastewater does not comingle with process water; it is collected in a different pipe system, where it bypasses the wastewater treatment system and monitoring

station, before reconnecting to a lateral line from Darigold to the wastewater treatment plant.

Darigold's industrial wastewater treatment system consists of an equalization and pH adjustment. Process waste water is collected into a lift station located outside of the main production building. Wastewater is then pump to a 250,000 gallons equalization tank. Here the process wastewater is agitated through aeration. The pH in the equalization tank is monitored and adjusted accordingly before discharged to the City. The wastewater is discharged through a monitoring station before entering the City's collection system.

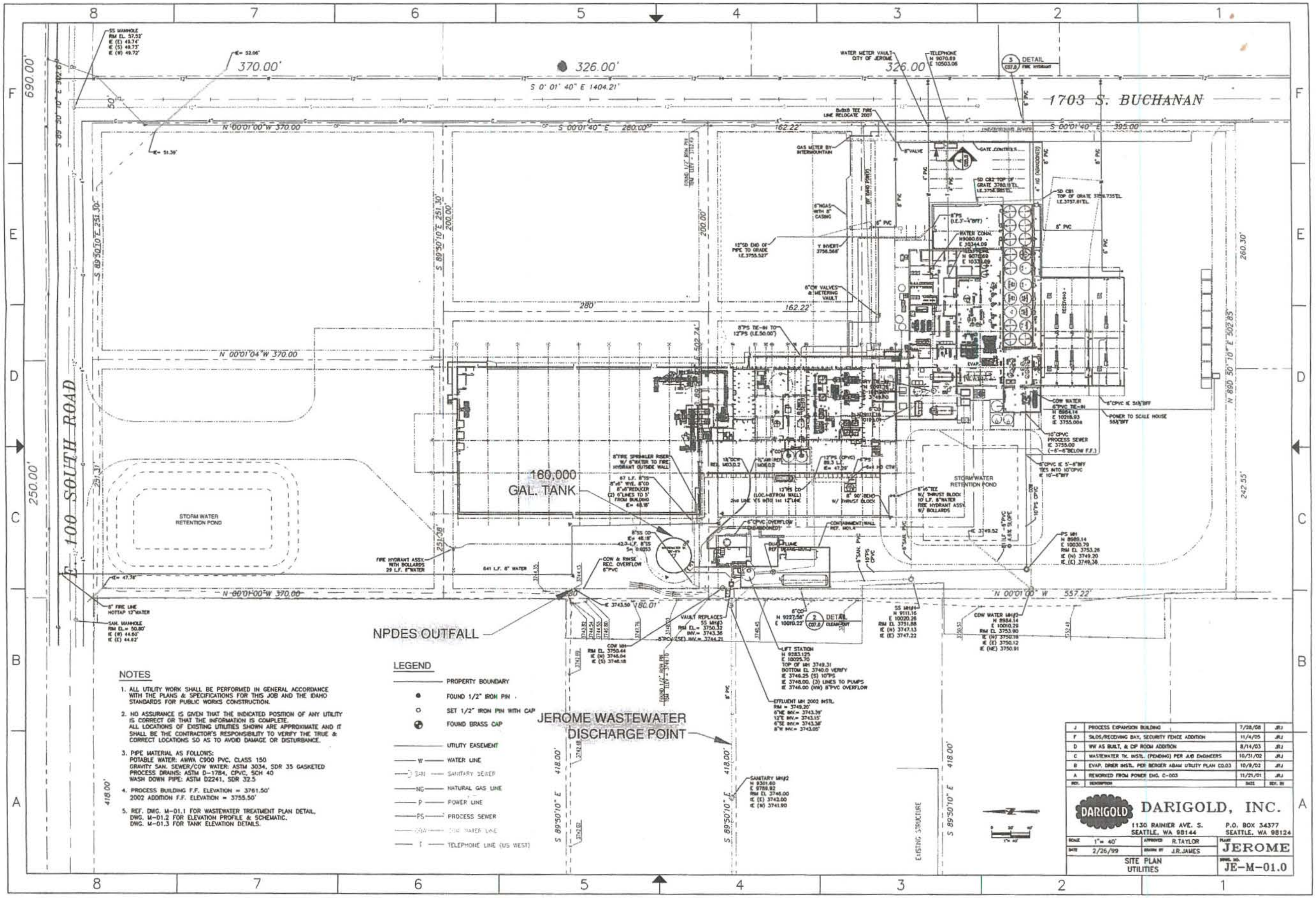
In emergencies like spills, Darigold has the option of diverting the flow from the plant to the shock tanks. Both tanks are located in secondary containment. Wastewater from the shock tanks can be slowly fed back to the equalization tank at a rate that will not disrupt the system. Darigold also has the option of pumping wastewater from the shock tanks to a waste hauler.

VIII. Facility Sample Collection and Analyses

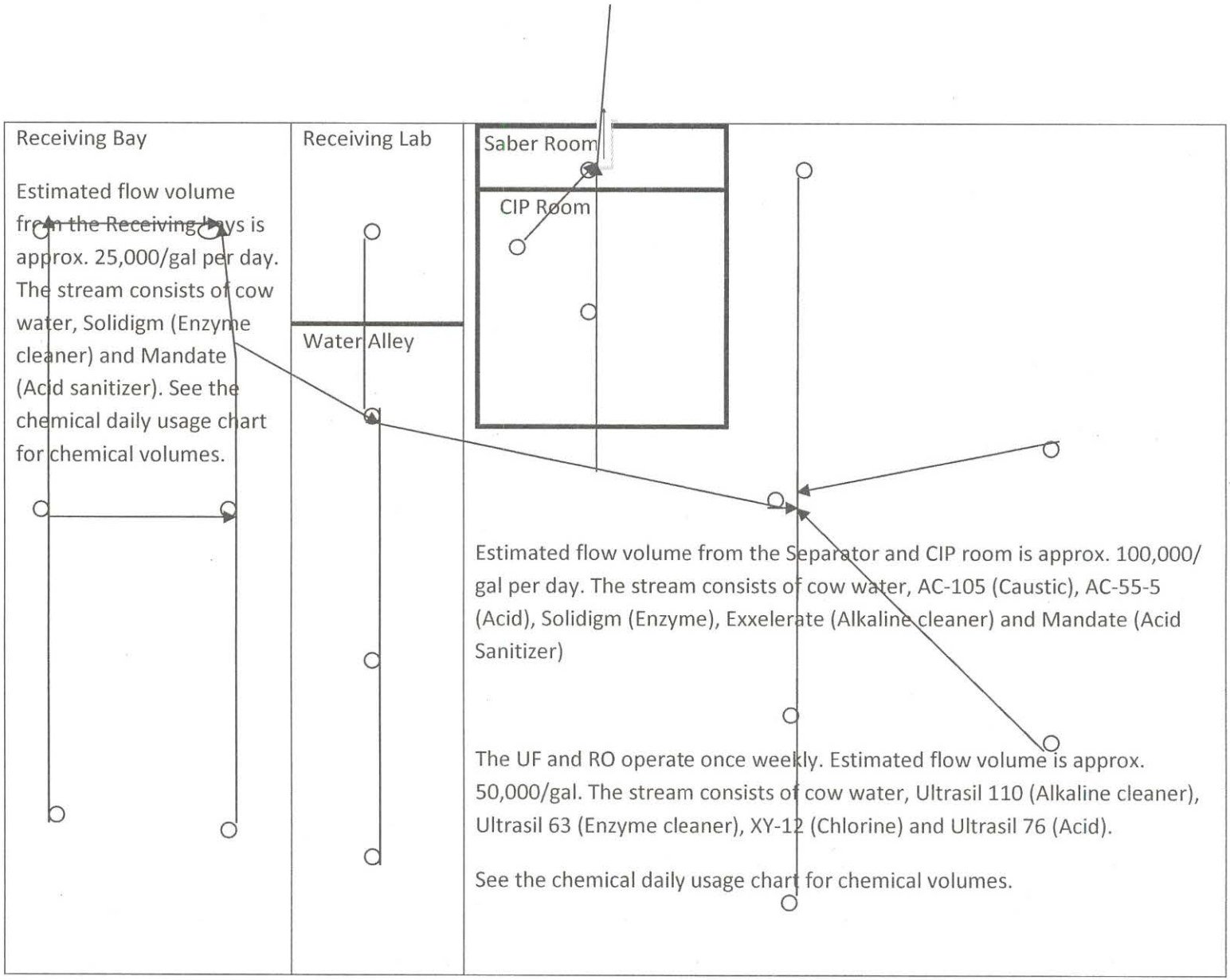
The sample collection and analyses duties at the facility were not evaluated during the inspection.

IX. Areas of Concerns

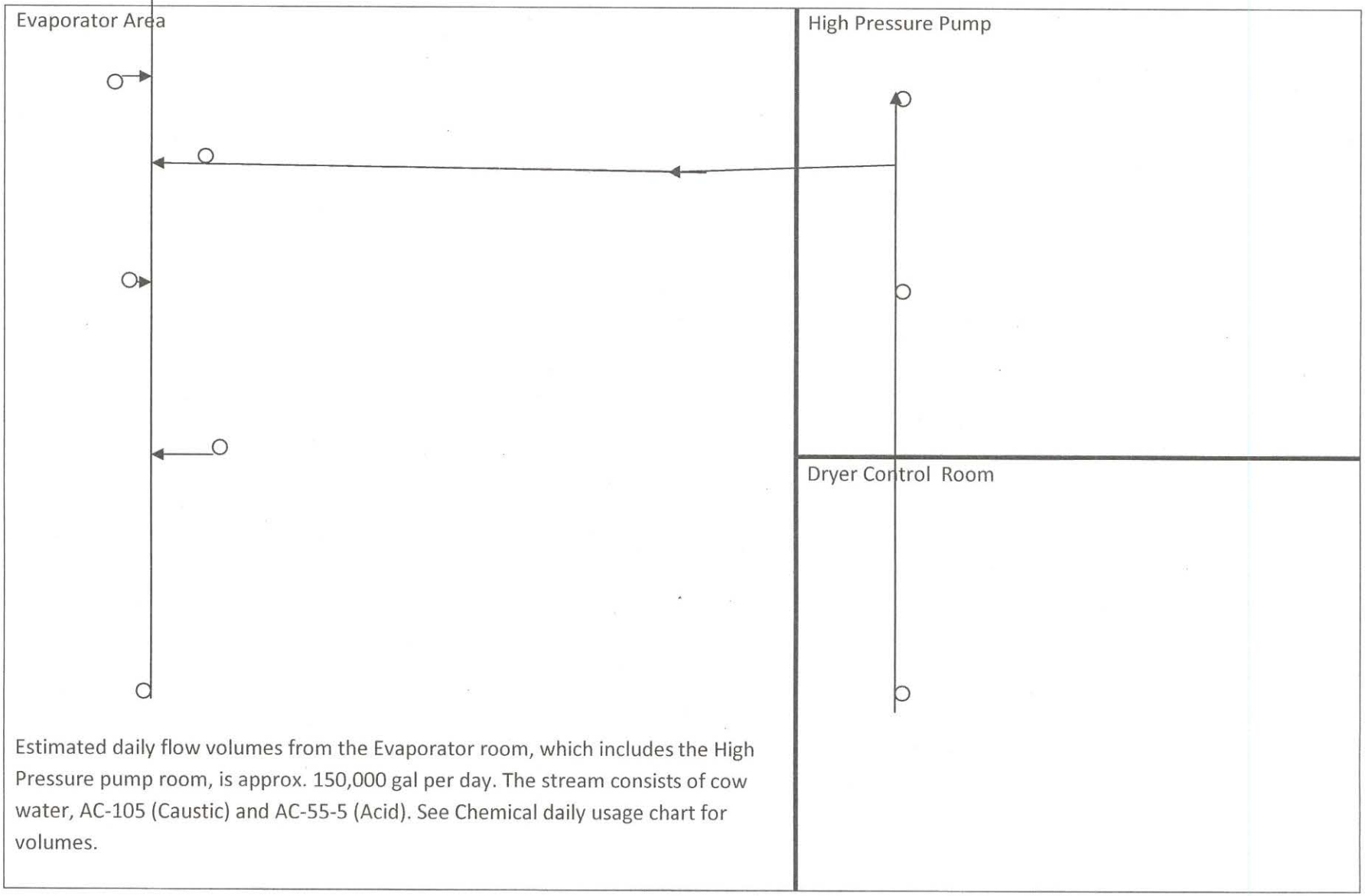
The EPA inspectors observed cloudy white wastewater and some floatable solids being discharged to the City. The inspectors noticed that the company stores incompatible chemicals (acids and bases) in the chemical storage areas without secondary containment.



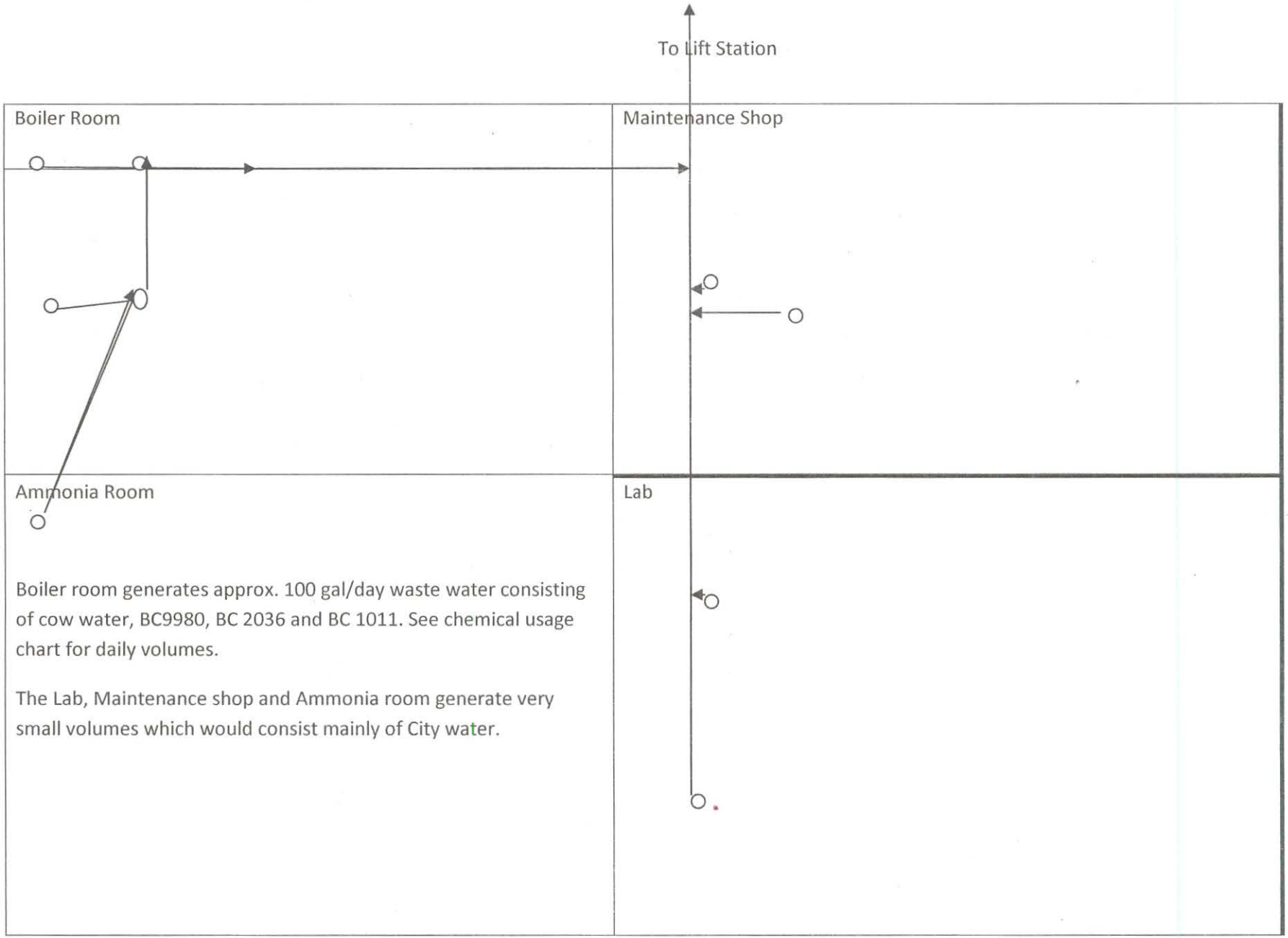
1703 S. BUCHANAN
E 100 SOUTH ROAD
160,000 GAL. TANK
NPDES OUTFALL
JEROME WASTEWATER DISCHARGE POINT
STORM WATER RETENTION POND
STORM WATER RETENTION POND
NOTES
1. ALL UTILITY WORK SHALL BE PERFORMED IN GENERAL ACCORDANCE WITH THE PLANS & SPECIFICATIONS FOR THIS JOB AND THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION.
2. NO ASSURANCE IS GIVEN THAT THE INDICATED POSITION OF ANY UTILITY IS CORRECT OR THAT THE INFORMATION IS COMPLETE. ALL LOCATIONS OF EXISTING UTILITIES SHOWN ARE APPROXIMATE AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE TRUE & CORRECT LOCATIONS SO AS TO AVOID DAMAGE OR DISTURBANCE.
3. PIPE MATERIAL AS FOLLOWS:
POTABLE WATER: AWWA C900 PVC, CLASS 150
GRAVITY SAN. SEWER/COW WATER: ASTM 3034, SDR 35 GASKETED
PROCESS DRAINS: ASTM D-1784, CPVC, SCH 40
WASH DOWN PIPE: ASTM D2241, SDR 32.5
4. PROCESS BUILDING F.F. ELEVATION = 3761.50'
2002 ADDITION F.F. ELEVATION = 3755.50'
5. REF. DWG. M-01.1 FOR WASTEWATER TREATMENT PLAN DETAIL, DWG. M-01.2 FOR ELEVATION PROFILE & SCHEMATIC, DWG. M-01.3 FOR TANK ELEVATION DETAILS.
LEGEND
PROPERTY BOUNDARY
FOUND 1/2" IRON PIN
SET 1/2" IRON PIN WITH CAP
FOUND BRASS CAP
UTILITY EASEMENT
W WATER LINE
SAN SANITARY SEWER
NG NATURAL GAS LINE
P POWER LINE
PS PROCESS SEWER
COW COW WATER LINE
T TELEPHONE LINE (US WEST)
J PROCESS EXPANSION BUILDING 7/28/08 JRJ
F SILOS/RECEIVING BAY, SECURITY FENCE ADDITION 11/4/05 JRJ
D WW AS BUILT, & CIP ROOM ADDITION 8/14/03 JRJ
C WASTEWATER TK. INSTL. (PENDING) PER JUB ENGINEERS 10/31/02 JRJ
B EVAP. DRIER INSTL. PER BERGER ABAM UTILITY PLAN C0.03 10/9/02 JRJ
A REWORKED FROM POWER DWG. C-003 11/21/01 JRJ
REV. DESCRIPTION DATE REV. BY
DARIGOLD, INC.
1130 RAINIER AVE. S. SEATTLE, WA 98144
P.O. BOX 34377 SEATTLE, WA 98124
SCALE 1"= 40'
APPROVED R.TAYLOR
DATE 2/26/99
DRAWN BY J.R.JAMES
PLANT JEROME
SITE PLAN UTILITIES
DWG. NO. JE-M-01.0


Receiving Bay
Estimated flow volume from the Receiving Bays is approx. 25,000/gal per day. The stream consists of cow water, Solidigm (Enzyme cleaner) and Mandate (Acid sanitizer). See the chemical daily usage chart for chemical volumes.
Receiving Lab
Water Alley
Saber Room
CIP Room
Estimated flow volume from the Separator and CIP room is approx. 100,000/ gal per day. The stream consists of cow water, AC-105 (Caustic), AC-55-5 (Acid), Solidigm (Enzyme), Exxelerate (Alkaline cleaner) and Mandate (Acid Sanitizer)
The UF and RO operate once weekly. Estimated flow volume is approx. 50,000/gal. The stream consists of cow water, Ultrasil 110 (Alkaline cleaner), Ultrasil 63 (Enzyme cleaner), XY-12 (Chlorine) and Ultrasil 76 (Acid).
See the chemical daily usage chart for chemical volumes.

To Lift Station



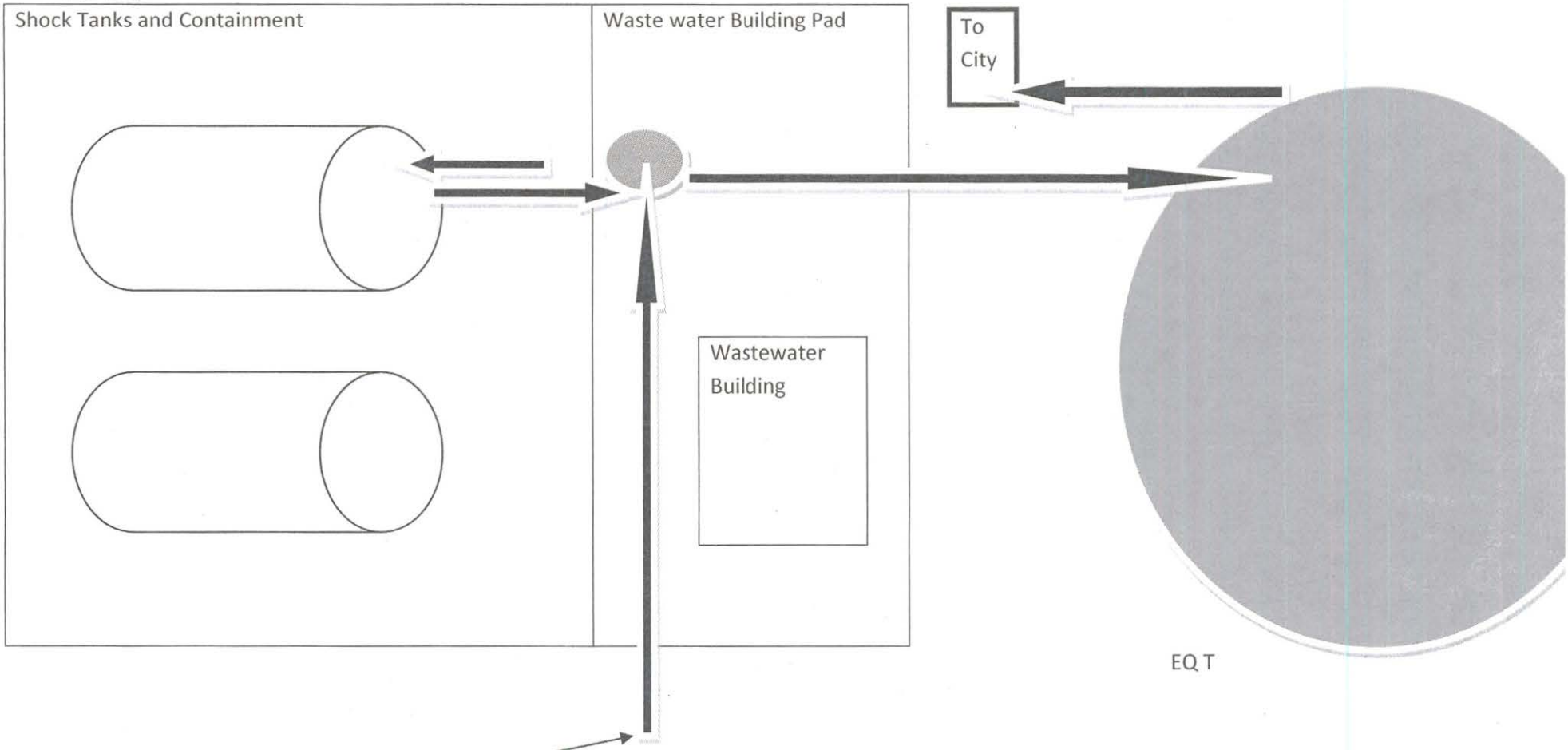
Estimated daily flow volumes from the Evaporator room, which includes the High Pressure pump room, is approx. 150,000 gal per day. The stream consists of cow water, AC-105 (Caustic) and AC-55-5 (Acid). See Chemical daily usage chart for volumes.



Boiler room generates approx. 100 gal/day waste water consisting of cow water, BC9980, BC 2036 and BC 1011. See chemical usage chart for daily volumes.

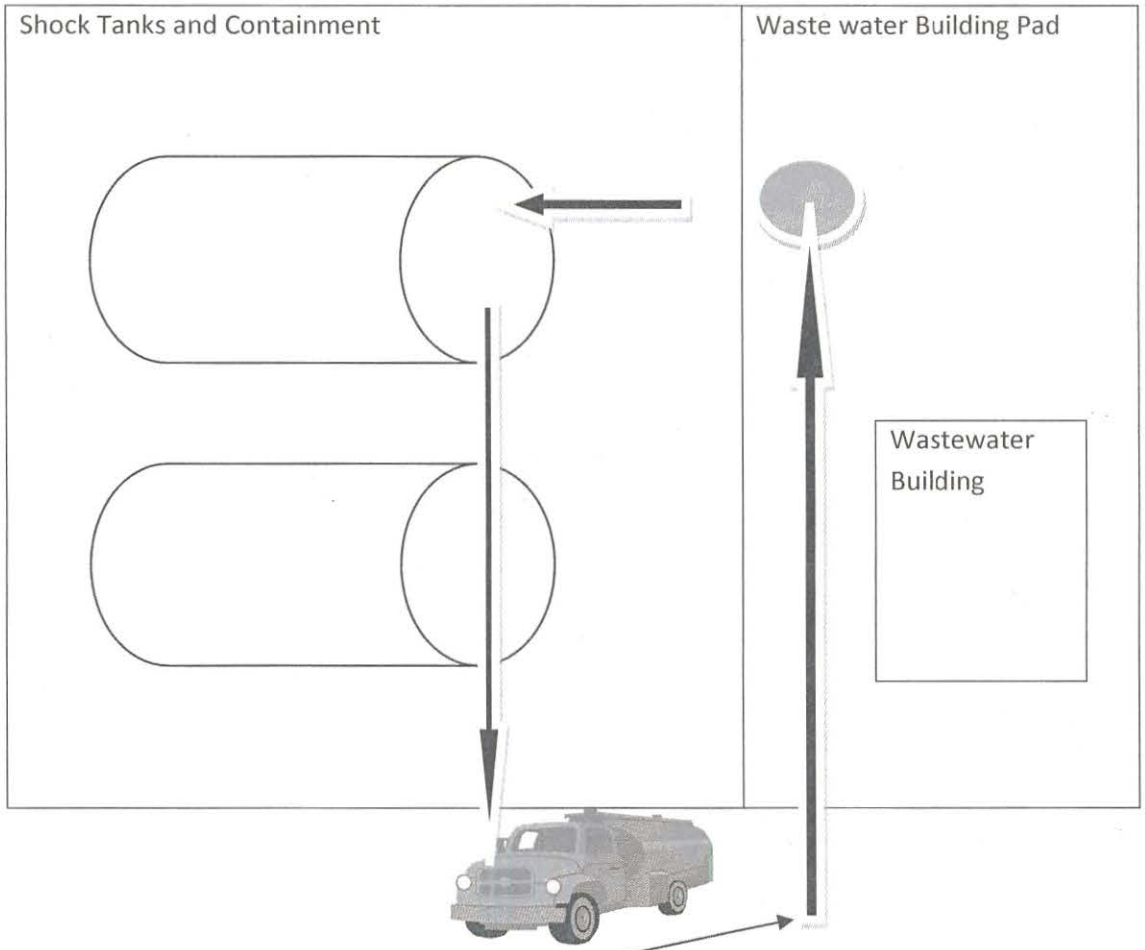
The Lab, Maintenance shop and Ammonia room generate very small volumes which would consist mainly of City water.

Plant Wastewater,Lift Station,Shock Tank,Lift Station,EQ Tank to CIty



This flow scenario shows the option of diverting the flow from the plant to the shock Tanks with the ability to then bleed back the captured waste water at a rate that will not Disrupt the system.

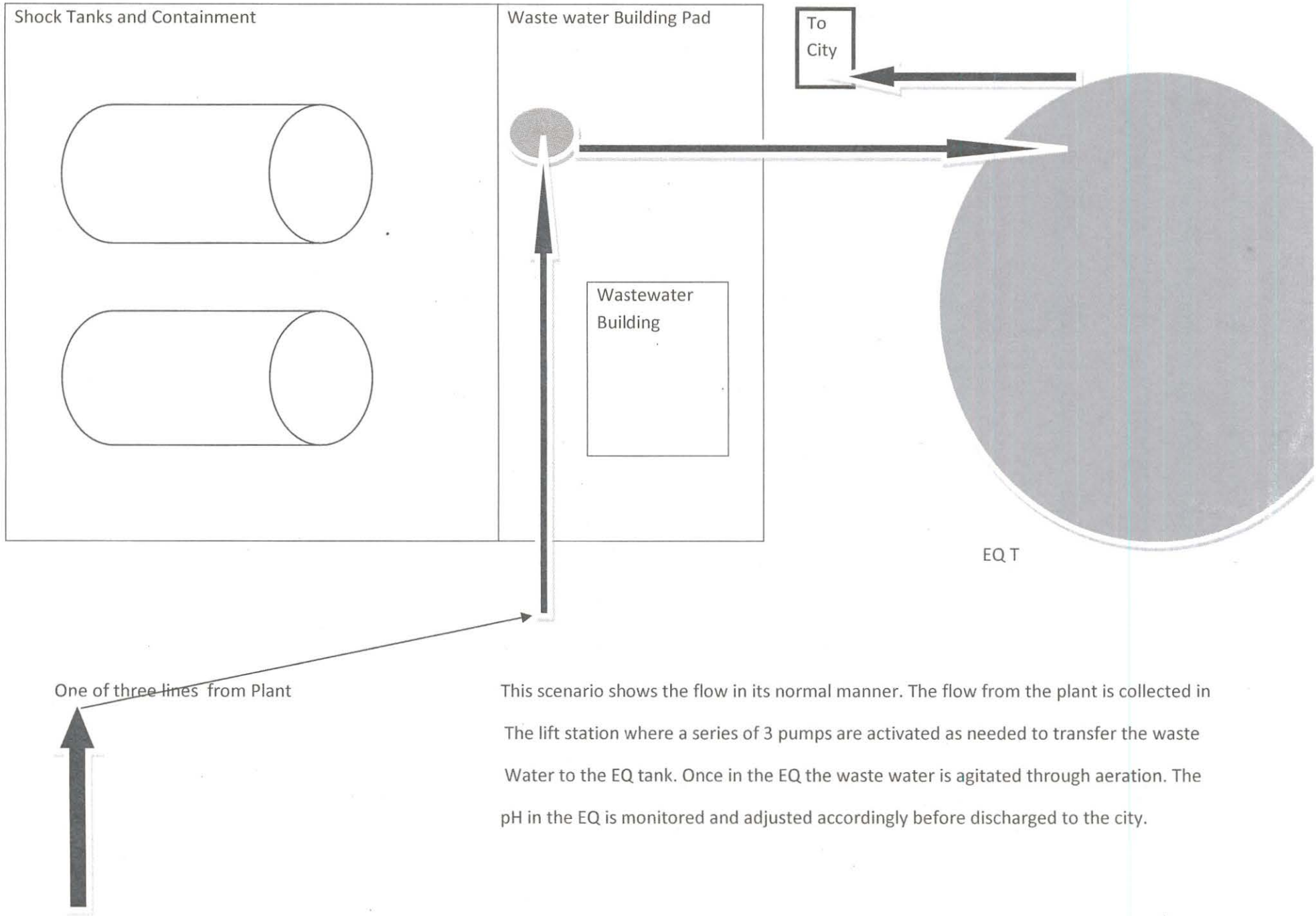
Plant to Lift Station, Shock Tanks to Wastewater Removal Truck



EQ T

This scenario shows the flow being diverted to the shock tanks and then being pumped to a waste hauler.

Plant Wastewater,Lift Station, EQ Tank to City



This scenario shows the flow in its normal manner. The flow from the plant is collected in The lift station where a series of 3 pumps are activated as needed to transfer the waste Water to the EQ tank. Once in the EQ the waste water is agitated through aeration. The pH in the EQ is monitored and adjusted accordingly before discharged to the city.

Fax Transmission

No. of pages inc. this one: 5

To: Rick & Darigold

Fax Number: 324-5433 **Voice:**

cc:

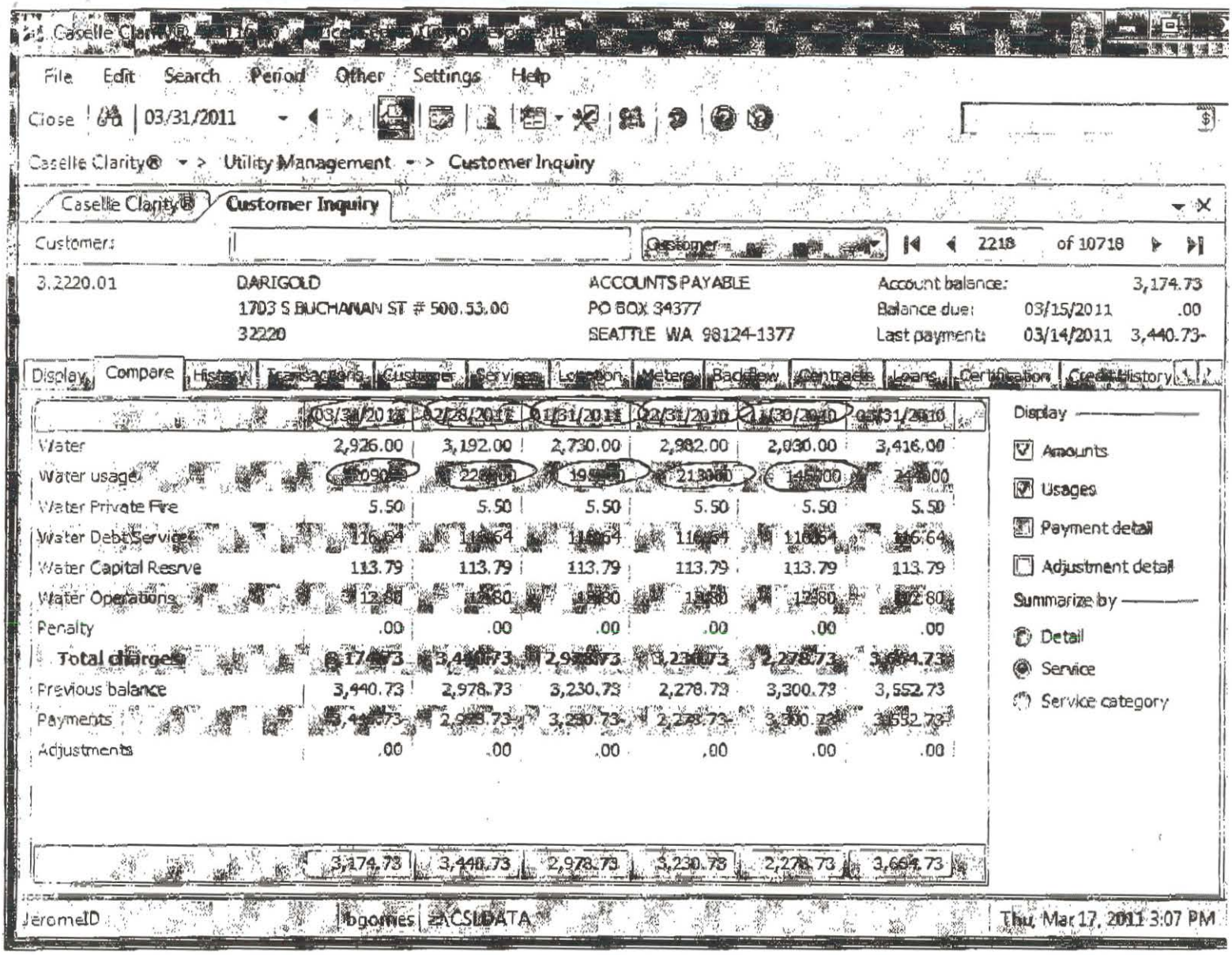
From: Bernadette Gomes
Date: 3/17/11

If you do not receive all pages, please contact:

CITY OF JEROME
152 EAST AVE. A
JEROME, ID 83338
Phone: (208) 324-8189 Fax: (208) 324-8204

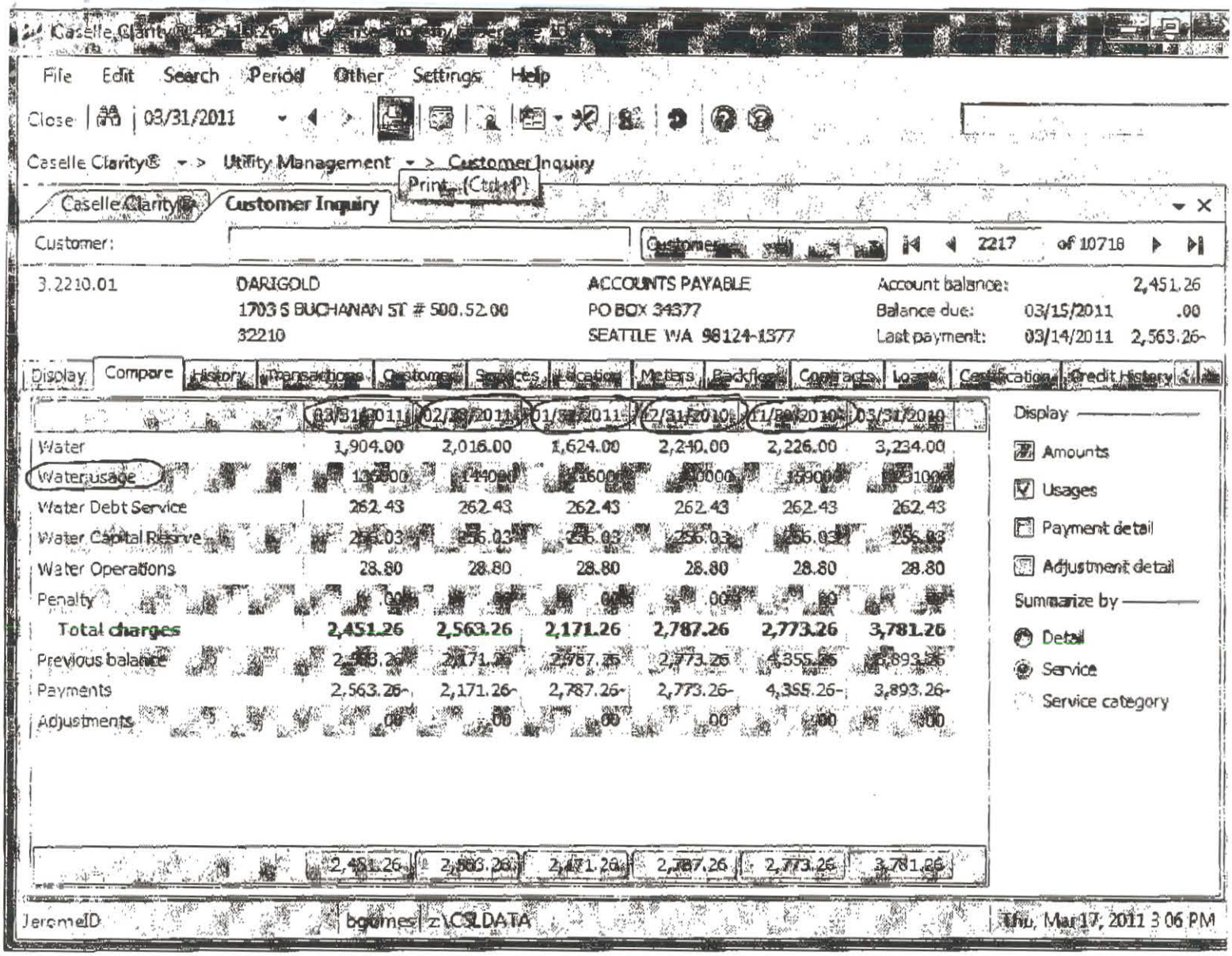
Subject:

Special Instructions: Per your request. Please let me know if you need any additional information.



2/5 2/3 12/9-1/5 10/13-11/3

1/6 2/4 11/4-12/7



25 3/3 12/8-1/5 10/13-11/3

1/6-2/4 11/4-12/7

Phosphorus Charged LBS /Day	Phosphorus LBS /Day	BOD, TSS, Flow Charges
		Total $
$15.79	45.1	$474.65
$21.52	61.5	$742.95
$14.98	42.8	$509.83
$15.97	45.6	$569.63
$11.24	32.1	$492.28
$12.45	35.6	$381.57
$14.53	41.5	$516.64
$10.27	29.3	$569.37
$12.81	36.6	$546.36
$17.17	49.1	$618.19
$20.11	57.5	$751.47
$18.98	54.2	$526.20
$21.93	62.6	$753.90
$25.62	73.2	$699.36
$27.60	78.9	$657.35
$21.30	60.9	$510.24
$12.27	35.0	$447.42
$22.14	63.3	$773.58
$38.47	109.9	$649.88
$26.79	76.5	$795.95
$29.73	84.9	$622.55
$14.39	41.1	$715.54
$23.79	68.0	$548.09
$22.59	64.6	$709.45
$14.84	42.4	$690.45
$18.54	53.0	$486.06
$19.01	54.3	$458.51
$17.63	50.4	$526.30
$24.22	69.2	$555.76
$18.70	53.4	$505.26
$18.53	52.9	$561.85
603.92	1725.48	18366.67
$19.48	55.7	$592.47

$0

$18,366.67

$603.92

1ST ADDENDUM TO INDUSTRIAL USER AGREEMENT

This 1st Addendum to Industrial User Agreement is agreed to on this ___ day of March, 2007 by and between **DARIGOLD, INC.**, a Washington Corporation qualified to do business in Idaho, hereinafter referred to as "Industry", and the **CITY OF JEROME**, a Municipal Corporation of the State of Idaho, hereinafter referred to as "City".

RECITALS

A. The parties entered into an Industrial User Agreement, a copy of which is attached hereto as **EXHIBIT "A"**, on March 17, 1999.

B. Paragraph 13 of the Industrial User Agreement required Industry to develop and submit to the City an Accidental Discharge Plan in accordance with Section 13.18.200 of the Jerome Municipal Code.

C. The Accidental Discharge Plan, copied and attached hereto as **EXHIBIT "B"**, has been submitted by Industry and is acceptable to the City.

D. The parties now wish to approve the Jerome, Idaho Spill Control Plan, copied and attached hereto as EXHIBIT "B", the Accidental Discharge Plan referred to in Section 13 of the original agreement between the parties, and incorporate it therein by reference.

IT IS THEREFORE AGREED in consideration of these recitals and in further consideration of the promises and covenants contained in the Industrial User Agreement between the parties, copied and attached hereto as EXHIBIT "A", as follows:

1. The document attached hereto as EXHIBIT "B", entitled "Addendum to Darigold Industrial User Agreement; Jerome, Idaho's Spill Control Plan", is hereby approved by the parties; agreed to be the Accidental Discharge Plan, required by paragraph 13 of the Industrial User Agreement between the parties, copied and attached hereto as EXHIBIT "A"; and is hereby incorporated by reference into and made part of the Industrial User Agreement between the parties, dated March 17, 1999, copied and attached hereto as EXHIBIT "A". An event of default under the 1st Addendum shall be considered an event of default under the Industrial User Agreement.

2. Except as modified by this Addendum, the parties do hereby ratify, confirm and approve each and every term and condition of the Industrial User Agreement, copied and attached hereto as EXHIBIT "A".

DATED and signed this 21st day of March, 2007.

"THE CITY OF JEROME"

By: _____
CHARLES CORRELL, Mayor

ATTEST:

_____
KATHY CONE, City Clerk

"DARIGOLD"

By: _____
Its: Plant Manager II
Jerome, Idaho

STATE OF IDAHO)
:ss
County of Jerome)

On this 7 day of ~~March~~ June, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHARLES CORRELL and KATHY CONE, the Mayor and City Clerk, respectively, of THE CITY OF JEROME, a municipality, known to me to be such officers of the Municipal Corporation whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same on behalf of said Municipal Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

RICHARD S SABEY NOTARY PUBLIC STATE OF IDAHO

_____
NOTARY PUBLIC for Idaho
Residing at: Kimberly, Idaho
Commission Expires:
8/31

Monthly Billing Report **Month:** December 2010

Industry: Darigold Contact John Wolters

Note: Send one bill for total pH charges and one bill for BOD, TSS, and Flow

DATE	MGD FLOW		BOD Lbs.			Tss Lbs.			Phosphorus mg/l
Day	Flow mgd	Flow $	5 DAY BOD mg/L	TOTAL LBS BOD	BOD $	TSS mg/L	TOTAL LBS TSS	TSS $	
1-Dec	.545	$397.31	170	773	$146.81	208	945	$179.63	13.0
2-Dec	.394	$287.23	289	950	$180.43	195	641	$121.74	23.8
3-Dec	.405	$295.17	270	912	$173.23	128	432	$82.13	13.0
4-Dec	.468	$341.17	270	1054	$200.23	163	636	$120.88	20.4
5-Dec	.461	$336.07	196	754	$143.18	77	296	$56.25	11.9
6-Dec	.432	$314.93	392	1412	$268.34	120	432	$82.15	14.4
7-Dec	.368	$268.27	516	1584	$300.90	115	353	$67.06	17.9
8-Dec	.473	$344.82	141	556	$105.68	137	540	$102.68	16.4
9-Dec	.465	$338.99	189	733	$139.26	162	628	$119.37	17.4
10-Dec	.366	$266.81	206	629	$119.47	120	366	$69.60	16.4
11-Dec	.392	$285.77	180	588	$111.81	128	418	$79.51	14.5
12-Dec	.490	$357.21	201	821	$156.07	119	486	$92.40	12.7
13-Dec	.395	$287.96	424	1397	$265.39	99	326	$61.97	12.0
14-Dec	.458	$333.88	387	1478	$280.86	114	435	$82.74	14.4
15-Dec	.482	$351.38	197	792	$150.46	90	362	$68.74	19.7
16-Dec	.495	$360.86	67	277	$52.55	140	578	$109.81	12.4
17-Dec	.479	$349.19	141	563	$107.02	149	595	$113.09	14.0
18-Dec	.447	$325.86	467	1741	$330.78	138	514	$97.75	10.5
19-Dec	.425	$309.83	468	1659	$315.18	88	312	$59.26	6.4
20-Dec	.380	$277.02	446	1413	$268.56	88	279	$52.99	15.3
21-Dec	.574	$418.45	545	2609	$495.71	142	680	$129.16	15.2
22-Dec	.434	$316.39	247	894	$169.87	131	474	$90.09	12.0
23-Dec	.845	$616.01	452	3185	$605.22	103	726	$137.92	15.1
24-Dec	.512	$373.25	218	931	$176.87	122	521	$98.98	9.6
25-Dec	.463	$337.53	210	811	$154.07	131	506	$96.11	12.8
26-Dec	.416	$303.26	120	416	$79.10	140	486	$92.29	13.0
27-Dec	.542	$395.12	284	1284	$243.91	121	547	$103.92	13.6
28-Dec	.383	$279.21	254	811	$154.15	126	402	$76.47	13.4
29-Dec	.428	$312.01	255	910	$172.94	125	446	$84.68	12.8
30-Dec	.440	$320.76	164	602	$114.34	82	301	$57.17	8.8
31-Dec	.371	$270.46	105	325	$61.73	84	260	$49.38	11.5
TOTAL	14.228	10372.14	8471	32864	6244.15	3884.86	14925.81	2835.90	434.19
Average	0.459	$334.59	273	1060	$201.42	125	481	$91.48	14.0

Charge for loadings above the permit

Total BOD, TSS, and Flow Charge

Thank You ! Phosphorus Charge 1662 lbs

Monthly Billing Report **Month:** January 2011

Industry: Darigold Contact

Note: Send one bill for total pH charges and one bill for BOD, TSS, and Flow

DATE	MGD FLOW		BOD Lbs.			Tss Lbs.			Phosphorus mg/l
Day	Flow mgd	Flow $	5 DAY BOD mg/L	TOTAL LBS BOD	BOD $	TSS mg/L	TOTAL LBS TSS	TSS $	
1-Jan	.416	$303.26	120	416	$79.10	140	486	$92.29	13.0
2-Jan	.542	$395.12	284	1284	$243.91	121	547	$103.92	13.6
3-Jan	.383	$279.21	254	811	$154.15	126	402	$76.47	13.4
4-Jan	.428	$312.01	255	910	$172.94	125	446	$84.68	12.8
5-Jan	.440	$320.76	164	602	$114.34	82	301	$57.17	8.8
6-Jan	.371	$270.46	105	325	$61.73	84	260	$49.38	11.5
7-Jan	.547	$398.76	82	374	$71.08	54	246	$46.81	9.1
8-Jan	.463	$337.53	242	934	$177.55	74	286	$54.29	7.6
9-Jan	.422	$307.64	207	729	$138.42	150	528	$100.31	10.4
10-Jan	.403	$293.79	359	1207	$229.26	149	501	$95.15	14.6
11-Jan	.579	$422.09	190	917	$174.32	169	816	$155.05	11.9
12-Jan	.458	$333.88	156	596	$113.22	109	416	$79.11	14.2
13-Jan	.511	$372.52	330	1406	$267.21	141	601	$114.17	14.7
14-Jan	.414	$301.81	391	1350	$256.51	215	742	$141.05	21.2
15-Jan	.495	$360.86	220	908	$172.56	158	652	$123.93	19.1
16-Jan	.477	$347.73	107	426	$80.88	108	430	$81.63	15.3
17-Jan	.408	$297.43	119	405	$76.94	113	385	$73.06	10.3
18-Jan	.480	$349.92	447	1789	$339.99	110	440	$83.67	15.8
19-Jan	.397	$289.41	414	1371	$260.44	159	526	$100.02	33.2
20-Jan	.543	$395.85	335	1517	$288.25	130	589	$111.86	16.9
21-Jan	.485	$353.57	176	712	$135.26	174	704	$133.72	21.0
22-Jan	.519	$378.35	294	1273	$241.79	116	502	$95.40	9.5
23-Jan	.463	$337.53	167	645	$122.52	120	463	$88.04	17.6
24-Jan	.523	$381.27	297	1295	$246.14	99	432	$82.05	14.8
25-Jan	.489	$356.48	326	1330	$252.61	105	428	$81.36	10.4
26-Jan	.432	$314.93	156	562	$106.79	94	339	$64.35	14.7
27-Jan	.423	$308.37	135	476	$90.49	89	314	$59.66	15.4
28-Jan	.444	$323.68	197	729	$138.60	91	337	$64.02	13.6
29-Jan	.509	$371.06	138	586	$111.31	91	386	$73.40	16.3
30-Jan	.489	$356.48	103	420	$79.81	89	363	$68.96	13.1
31-Jan	.538	$392.20	121	543	$103.15	78	350	$66.50	11.8
TOTAL	14.491	10563.94	6891	26849	5101.26	3662.86	14218.25	2701.47	445.54
Average	0.467	$340.77	222	866	$164.56	118	459	$87.14	14.4

Charge for loadings above the permit

Total BOD, TSS, and Flow Charge

Thank You ! Phosphorus Charge 1725 lbs

JEROME

THE SEAL OF THE CITY OF IDAHO

THE CITY OF JEROME

RECEIVED
JUN 07 2004
WESTFARM FOODS
LEGAL DEPT.

June 3, 2004

Darigold, Inc. dba Westfarm Foods
635 Elliott Ave. West
P.O. Box 79007
Seattle, WA 98119

Re: 2004 Industrial Users Agreement – Jerome Facility

To Whom It May Concern:

For your files I have enclosed a copy of the Industrial Wastewater Discharge Permit for the City of Jerome, Idaho.

Also, enclosed please find the Industrial User Agreement with the City of Jerome. Please sign the agreement where indicated and the Signatory Authorization on page 22.

After the document has been fully executed, please return the original to my attention at 152 East Ave. A, Jerome, ID 83338 and retain one copy for your files.

Thank you for your prompt attention to this request. If you have any questions, please contact me at (208) 324-8189, extension 103.

Sincerely,

Kathy Cone

Kathy Cone, CMC
City Clerk/Treasurer

Cc File

THE CITY OF JEROME

June 4, 2004

Darigold, Inc. dba Westfarm Foods
1703 South Buchanan
Jerome, ID 83338

Re: Industrial Wastewater Discharge Permit

To Whom It May Concern:

For your files I have enclosed a copy of the Industrial Wastewater Discharge Permit for the City of Jerome, Idaho.

If you have any questions, please contact me at (208) 324-8189, extension 103.

Sincerely,

Kathy Cone

Kathy Cone, CMC
City Clerk/Treasurer

Cc File

City of Jerome, Idaho
Industrial Wastewater Discharge Permit

Company Name: Darigold, Inc., d.b.a. Westfarm Foods

Mailing Address: 635 Elliott Avenue West
P.O. Box 79007
Seattle, WA 98119

Facility Address: 1703 South Buchanan

Jerome, ID 83338

The above Industry is authorized to discharge industrial wastewater from activities classified by SIC Code No. 2023 from premises located at the above address to the City of Jerome, Idaho sewer system in compliance with Jerome Municipal Code (JMC) Title 13, any applicable provisions of local. Federal or State of Idaho law or regulation, and in accordance with all other conditions set forth herein.

This permit is granted in accordance with the application filed in the office of the City Administrator by the Permittee, and in conformity with plans, specifications and data submitted to the City by the Permittee, as well as other supplemental submissions.

Effective Date: June 1, 2004
Expiration Date: MAY 31, 2007

Signed by: _____
The Mayor
CITY OF JEROME, ID

Signed by: _____
City Administrator
CITY OF JEROME, ID

Signed by: _____
Wastewater Plant Manager
CITY OF JEROME, ID

Discharge Fee Schedule, Monitoring Requirements and Wastewater Discharge Limitations

Discharge Fee:
Industry shall be charged a monthly fee for wastewater treatment services which shall include charges for both flow and wastewater strength. The fee shall be determined by the total of the following component charges The following discharge fee schedule is as follows:

1. Flow: A fee of **$.729** per thousand gallons
2. Biochemical Oxygen Demand (BOD): **$0.25** per pound
3. Total Suspended Solids (TSS): **$0.24** per pound

Industry Specific Limits

1. The Location of Discharge is at 1703 South Buchanan, Jerome. The Sample Location shall be at the point of discharge to the City.
2. During the period beginning on the effective date of this permit, and lasting until the date of expiration of this permit, effluent discharge shall be limited and monitored by the Permittee as specified below.
3. The quantity of effluent discharged from the facility shall not exceed **0.350** MGD(million gallons per day). The rate of effluent discharged from the facility shall not exceed **350 gpm** (gallons per minute)to be calculated using gallons per minute multiplied times 60 minutes per hour during any single hour.
4. The quantity of BOD; discharged shall not exceed **2500** pounds per day.
5. The quantity of TSS discharged shall not exceed **1200** pounds per day.
6. Concentrations of Polar Fats, Oil & Grease shall not exceed 200 mg/L.
7. There shall be no discharge of floating solids or visible foam other than trace amounts.
8. The pH shall not be less than **6.0** SU or greater than **9.0** SU. The exception is the Grace Period, as defined in paragraph 21 of the IUA. The grace period for pH surcharge calculations is defined as: *The Grace Period is the first consecutive 15 minute period during which the pH of the effluent discharge by Industry to the wastewater treatment system does not fall within the range between 6.0 and 9.0, inclusive. If the effluent discharge for the next and subsequent consecutive 15 minute period(s) after the grace period, does not fall within the range between 6.0 and 9.0, inclusive, Industry shall pay a surcharge determined by the formula in paragraph 21 of the IUA.*
   If the effluent discharge for the next consecutive 15 minute period, after the grace period, does fall within the range between 6.0 and 9.0, inclusive, Industry shall not pay a surcharge.

Monitoring for Items 3-9 of this section shall be performed as per

PERMIT LIMITS & MONITORING SCHEDULE- Table 1A

POLLUTANT	DAILY MAX	SAMPLE FREQUENCY	SAMPLE TYPE
FLOW	.350 MGD	Daily	Daily meter reading
Ph	6.0 ≤ pH ≤ 9.0 Equal to or Greater than 6.0, Equal to or Less than 9.0	24 hour period 15 minute average	Continuous monitoring
BOD5	2500 lbs	Daily	24 hour Composite
TSS	1200 lbs	Daily	24 hour Composite
Polar-FOG	200 mg/l	quarterly	1 per quarter

Monitoring in Table 1a to be performed by the City of Jerome

PERMIT LIMITS & MONITORING SCHEDULE- Table 1B

POLLUTANT	DAILY MAXIMUM	SAMPLE FREQUENCY	SAMPLE TYPE
Flow	350 gpm	Continuous	Continuous Monitoring Chart Recorder or Data Logger
pH	6.0 ≤ pH ≤ 9.0 Equal to or Greater than 6.0, Equal to or Less than 9.0	Continuous	Continuous Monitoring Chart Recorder or Data Logger

Monitoring in Table 1b to be performed by the Westfarm Foods

* Continuous Flow and pH Monitoring by Chart Recorder/Data Logger shall be provided by Westfarm Foods, as requested.

FLOW to be measured and monitored from a flume with a continuous recording flow meter with a chart recorder and totalizer.

24 Hour Composite: Shall mean a flow proportional mixture of not less than 12 discrete aliquots. Each aliquot shall be a grab sample of not less than 100 mL and shall be collected and preserved in accordance with 40 CFR part 136 and amendments.

Grab: Sample is an individual sample collected in less than 15 minutes, without regard to flow or time.

B. Local Limits

The Permittee is required to sample and test for the pollutants listed in Table 2, twice a year. If, however, during a compliance and sampling inspection, any of these pollutants are found by the City in excess of these limitations, the Permittee will be in non-compliance.

TABLE 2 - LOCAL LIMITS

POLLUTANT	UNIT OF	LIMIT
Arsenic	mg/l	0.186
Cadmium	mg/l	0.260
Chromium	mg/l	3.103
Copper	mg/l	3.370
Lead	mg/l	0.430
Nickel	mg/l	2.170
Silver	mg/l	0.240
Zinc	mg/l	1.480
Cyanide T	mg/l	0.650
Mercury	mg/l	0.002

Failure to Notify. Failure to notify the City's wastewater treatment system operator of a known discharge within eight (8) hours **(308-6198,308-6197 or 324-7122)** of when Industry knew, or reasonably should have known, of such a discharge that is in excess of established chemical, organic or solids loading parameters, shall be considered a failure to notify the City. The Industry shall, at the discretion of the City Council, pay a surcharge of $1500 for every failure to notify in addition to all other fees due under the Industrial User Agreement.

TABLE OF CONTENTS

INDUSTRIAL USER AGREEMENT

THIS AGREEMENT, is made and entered into this 1st day of June 2004, by and between Darigold, Inc., d.b.a. **Westfarm Foods,** a Washington corporation, qualified to do business in Idaho, hereinafter referred to as **"Industry",** and the **CITY OF JEROME**, State of Idaho, a municipal corporation of the State of Idaho, hereinafter referred to as "City".

Part 1 RECITALS

A. Industry (is in the process of purchasing)/**(owns)** real property located within the corporate limits of the City of Jerome from which it (contemplates conducting)/**(conducts)** an operation for the partial evaporation and drying of milk, and potentially, other manufacturing processes related to milk which will create effluent for discharge to the wastewater treatment system owned by City.

B. Industry will be an "industrial user" within the meaning of Jerome Municipal Code §13.36.010(10).

C. City owns wastewater treatment delivery and processing systems including an NPDES permit allowing it to discharge treated effluent to waters of the United States of America.

D. The parties recognize that the potential volume of effluent from Industry is substantial. The treatment of the effluent being discharged by Industry (will)/ **(does)** constitute a valuable benefit to the Industry and at the same time, will have a substantial impact upon the present capacity of the City's wastewater treatment systems.

E. The parties now wish to (negotiate)/**(renew)** an agreement embodying terms and conditions whereby Industry may connect to the City's wastewater treatment system, including provisions for the monitoring of effluent from the industry's plant, the payment of fees and other related matters. Specific Limits are outlined in the Industrial Wastewater Discharge Permit (IWDP).

IT IS THEREFORE AGREED in consideration of these recitals and the mutual promises and covenants hereafter contained as follows:

1. **Term.** The term of this agreement shall be for a period commencing with the 1st day of June 2004, and ending with the 31st day of May 2007. The initial term of this agreement may be extended by written agreement executed by both parties. Provided, however, that the discharge fees hereinafter described in Paragraph 4 may be adjusted at any time during the term of this agreement for any of the following reasons:

1.1. The Environmental Protection Agency of the United States of America or the Division of Environmental Quality of the Department of Health and Welfare for the State of Idaho or any other relevant agency having imposed new or additional requirements requiring an increase in cost to the City for treatment, or,

1.2. After two (2) years from the date of this agreement, for rate increases imposed upon all users of the wastewater treatment system, in proportion to those rate increases.

2. **Compliance with Existing Law.** Industry shall comply with all relevant provisions of Chapters 13.04, 13.08, 13.12, 13.16, 13.18, 13.20 and 13.36 of the

Jerome Municipal Code as they now exist, or as they may hereafter be amended. Those provisions of Jerome Municipal Code are hereby incorporated into and made a part of this agreement. Any conflict between the terms of this agreement and a provision of the Jerome Municipal Code incorporated into this agreement shall be controlled by the terms of this agreement. Further, **Industry will fully comply with the terms of its wastewater discharge permit,** a copy of which is attached hereto as Exhibit "A". Default by the Industry under the wastewater discharge permit shall be considered an event of default under this agreement. Any conflict between the agreement and the wastewater permit shall be governed by this agreement, provided that Industry shall abide by any additional requirements in the permit imposed by an agency or department of the State of Idaho or the United States of America.

3. **Connection Fee.** Industry (will pay)/**(paid)** a one-time connection fee to the City of Jerome concurrently with the execution of this agreement in the amount of $244,333.00. This fee and compliance with the other provisions of its permit shall entitle the industry to discharge to the wastewater treatment plant of the City, on a daily basis. Please See Industrial Wastewater Discharge Permit (IWDP)

3.1 It is understood by the parties that this connection fee has been mutually agreed to after an analysis of the City's investment in the wastewater treatment plant, the present value of such investment, and the portion of such present value which may be reasonably attributed to the capacity of the wastewater treatment plant predicted to be utilized by the Industry. It is further agreed that subject to the written approval of the City, which will not be unreasonably withheld, the Industry may assign their interest in this agreement to a third party. The terms of such assignment may allow the Industry to receive from the third party assignee the reimbursement of all or a portion of the connection fee paid under this paragraph. Further, upon six (6) months prior written notice to the City, the City agrees to reimburse Industry the amount of the connection fee paid under this paragraph not received from third parties on the condition that Industry ceases all discharges of effluent to the City's wastewater treatment plant. The duty to reimburse described in this paragraph shall be conditional upon Industry having fully paid all fees and other amounts owed to the City under this agreement.

3.2 The basis and method upon which the connection fee assessed under this paragraph was determined is attached hereto as Exhibit "B."

3.3 The parties agree that should the City subsequently connect another industrial user as that term is defined at Section 13.36.010 (10) of the Jerome Municipal Code to its system and that industrial user is charged a connection fee based upon criteria where, if such criteria had been applied to the Industry under this agreement, a lower connection fee could have been charged to the Industry under this agreement, then to the extent that the connection fee determined under those new criteria would have been less, the City will rebate the amount of the reduction to the Industry.

3.4 The connection fee agreed to under this Paragraph 3 is in lieu of the fee imposed by Jerome Municipal Code 13.20.040.

4. **Discharge Fee.** Industry shall be charged a monthly fee for wastewater treatment service which shall include charges for both flow and wastewater strength. The fee shall be determined as outline in the Industrial Wastewater Discharge Permit(IWDP) For the purposes of this agreement, the terms 'biochemical oxygen demand" and "total suspended solids" shall be defined in

accordance with the definitions of these terms in the Jerome Municipal Code at Sections 13.18.030(e) and 13.18.030(pp).

PART 2 REPORTING REQUIREMENTS

5. **Failure to Notify.** Failure to notify the City's wastewater treatment system operator of a known discharge within eight (8) hours of when Industry knew, or reasonably should have known, of such a discharge that is in excess of established chemical, organic or solids loading parameters, shall be considered a failure to notify the City. The Industry shall, at the discretion of the City Council, pay a surcharge for every failure to notify in addition to all other fees due under this agreement.

6. **Accidental or Slug Discharge** The Industry shall notify the City immediately, either in person or by phone at **324-7122 or after hours at 308-6198,308-6197)**, upon accidental or slug discharge to the sanitary sewer. A formal written notification to the City within **five days** of the occurrence should follow.

7. **Changes in Wastewater Characteristics / Changes in Hazardous Wastes / Notification of New Hazardous Wastes** The Industry shall notify the City, in person or by phone 90 days prior to the introduction of new wastewater pollutants, changes in manufacturing operations or any substantial change in the volume or characteristics of the wastewater being introduced into the POTW from the Industries industrial processes, including the listed or characteristic hazardous wastes for which the Industry has submitted the initial notification under 40 CFR 403.12 (P). Formal written notification shall be made at least ten days prior to such introduction and the Industry shall obtain approval from the City to do so. Whenever the EPA publishes new RCRA rules identifying additional hazardous wastes or new characteristics of hazardous wastes, the Industry must notify the City, EPA RCRA Director, and State Hazardous Wastes Director if any of these wastes are discharged to the City's treatment system. The notification must occur within 90 days of the effective date of the published regulation.

7.1 Whenever the City becomes aware of new RCRA rules, it will inform the Industry or these changes, and the Industry will be required to inform the City of any discharged wastes meeting the new RCRA rules within 30 days.

8. **Notification of Violation.** If self monitoring analytical results indicate a violation of discharge limits contained in this permit, the Industry must notify the City within 8 hours of becoming aware of the violation. The Industry must submit a written response and email it to the City within 5 days after becoming aware of the violation.

9. **Flow Measurements.** The appropriate flow measurement devices and methods consistent with approved scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated and maintained to ensure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected, shall be capable of measuring flows with a maximum deviation of less than ten percent from true discharge rates throughout the range of expected discharge volumes. Calibration or verification of flow measurement devices must be performed at least. The control Authority reserves the right to have additional certified calibrations or verifications done if in the opinion of the Control Authority, conditions so warrant.

10. **Monitoring Flow.** Industry agrees to provide suitable facilities to the City, including equipment, at the expense of Industry, for sampling its discharge into the wastewater treatment system of the City.

10.1 Monitoring equipment shall be operational prior to any discharge to the City. The City will monitor the flow every day for volume during the term of this agreement. The City will maintain the monitoring equipment at its expense. Should the City determine that it is no longer economically feasible to maintain any individual item of the monitoring equipment, Industry shall, upon request from the City, replace at Industry's cost, that particular item of equipment.

10.2 Monitoring for content will occur every day and will include, but not be limited to, the flow into the City system, the biochemical oxygen demand of the effluent, total suspended solids within the effluent, and other chemical composition thereof. Biochemical oxygen demand shall be determined by the City on the basis of its samples. Industry shall, from time to time, take split samples to have tested at a state certified lab at Industry's expense to verify the sampling taken by City. If discrepancies greater than 10% be noted, City and Industry shall reserve the right to engage a third independent, certified laboratory to serve as an arbitrator.

10.3 The City will keep an accurate record of its sampling and testing activities which records shall be available to Industry upon reasonable notice. The City shall be responsible for the daily and scheduled maintenance and repair of the metering station, with the exception of flow and pH meter calibrations. Industry shall provide copies of annual or more frequently scheduled flow meter calibrations to the City. The City, at its own expense, may have the flow meter calibration checked and confirmed at any time.

11. **Notification of Shutdown Periods.** Notification of any shutdown period of more than 2 days shall take place at least 72 hours prior to the shutdown period. Notification of any shutdown period of more than 5 days shall be in writing and shall take place at least 2 weeks prior to the first day of shutdown. Notification shall be given to the POTW and shall include the following:

1. The date shutdown will start,
2. The last shift to work on the date of shutdown,
3. The date process operations will resume,
4. The first shift to work on the date of startup.

12. **Reporting of Upset or Bypass.** In case of treatment upset the Industry shall notify the City verbally **within 8 hours at 324-7122 (after hours 308-6198 or 308-6197)**, and in writing within 5 days. See Part 3 section 14 paragraphs 1, 2 and 3 of this agreement. Notification of Bypass shall be given as delineated in Part 6 of the permit.

PART 3 UPSET CONDITIONS

13. **Definition of Upset.** For the purposes of this section, "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with applicable pretreatment standards because of factors beyond the reasonable control of the Industry. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, lack of preventive maintenance or careless or improper operation.

14. **Effect of an Upset.** An upset shall constitute an affirmative defense to an action brought for noncompliance with applicable pretreatment standards if

the requirements (listed below) Part 3 section 14 paragraphs 1,2 and 3 are met. The Industry who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

1. An upset occurred and the Industry can identify the specific cause(s) of the upset.
2. The facility was, at the time, being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures.
3. The Industry has submitted the following information to the City within 8 hours of becoming aware of the upset (if this information is provided orally, a written submission must be emailed within five days).
   a. A description of the indirect discharge and cause of a noncompliance.
   b. The period of noncompliance, including exact dates and times, or if not corrected, the anticipated time the noncompliance is expected to discontinue.
   c. Steps being taken and/or planned to reduce, eliminate and prevent reoccurrence of the noncompliance.

15. **Burden of Proof.** In any enforcement preceding the Industry seeking to establish the occurrence of an upset shall have the burden of proof.

16. **Industry Responsibility in Case of Upset.** The Industry shall control production and all discharges to the extent necessary to maintain compliance with applicable pretreatment standards upon reduction, loss or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

17. **Need to Halt or Reduce Not a Defense.** It shall not be a defense for a Industry in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

PART 4 SPECIAL CONDITIONS

18. **Accidental Spill Prevention Plan.** The Industry must develop an ASPP (Accidental Spill Prevention Plan in accordance with Section 13:18.200 of the Jerome Municipal Code.) for hazardous substances. The plan must be submitted to the City within 90 days after the effective date of this permit for review and/or approval. Once approved the Industry must implement the plan immediately. Industries with previously approved plans must submit an updated ASPP within 60 days of making modification to the plan or upon written request of the City. The ASPP, developed by the Industry, shall address the following categories of management practices.

1. Prevention: The plan must include prevention practices, monitoring systems, non-destructive testing, labeling, covering or enclosing material, equipment or process operations, and other techniques used to prevent material spills.

2.	Containment:	Containment practices used to contain or capture releases of material within the industrial premises.
3.	Mitigation:	Mitigation practices for the cleanup and treatment spill materials.
4.	Ultimate Disposition:	Practices for the proper disposal of spilled materials.
5.	Education and Training:	Education and training of staff on proper procedures.

EPA Region 10's Guidance Manual for the Development of an Accidental Spill Prevention Program, can be used as a guide in developing a Spill Prevention Plan.

PART 5 STANDARD CONDITIONS

19. Compliance. The Industry is responsible to take whatever steps are necessary to ensure compliance with all conditions of this permit and all of the following General Requirements stated in Section 13.18.100 of the JMC. The Industry shall also comply with any additional General Discharge Prohibitions adopted into JMC Title 13 during the term of this permit.

20. PH Excursions. For a ph less than 6.0, (6 - ph) ^2 x gallons discharged x $0.004, where the term ^2 means an exponent related to the quantity of flow.

For a ph greater than 9.0, (ph - 9) ^2 x gallons of discharge x $0.004, where the term) ^2 means an exponent related to the quantity of flow.

21 With respect to each excursion from the 6.0 to 9.0 range there shall be no surcharge if the-pH level returns to the permitted range within fifteen (15) minutes. As long as Industry has the ability electronically to calculate the 15 minute grace period this will be in effect. If not then there is no grace period.

21.1 "Grace Period" for pH surcharge calculations: The Grace Period is defined as the first consecutive 15 minute period during which the pH (where pH is defined in accordance with Section 13.18.030(x) of the Jerome Municipal Code) of the effluent discharge by Industry to the wastewater treatment system does not fall within the range between 6.0 and 9.0, inclusive. If the effluent discharge for the next and subsequent consecutive 15 minute period(s) after the grace period does not fall within the range between 6.0 and 9.0, inclusive, Industry shall pay a surcharge determined by the formula in condition 20.
If the effluent discharge for the next consecutive 15 minute period, after the grace period, does fall within the range between 6.0 and 9.0, inclusive, Industry shall not pay a surcharge.

21.2 For every 15 minute average after the grace period, during which the pH of the effluent discharged by Industry to the wastewater treatment system does not fall within the range between 6.0 and 9.0, inclusive, Industry shall pay to the City, in addition to all other fees due under this agreement, a surcharge determined by the formula outlined in paragraph 21:

22. **Monitoring Stations.** Industry shall, at its sole expense, provide and maintain a monitoring station for the benefit of the City, holding the metering equipment and related equipment identified in paragraph 10.1 of this agreement. The duty of maintenance under this Paragraph shall apply only to the station itself and shall not apply to the equipment contained therein, the maintenance of which shall be the responsibility of the City, as described in Paragraph 10.1.

23. **Monitoring.** Industry shall self monitor and report pH conditions to the City's wastewater treatment operator electronically either fax or email on a daily basis (m-f). Industry shall report electronically to the City's wastewater treatment operator all pH excursions, duration and strength and all Notice of Violation (NOV) responses within 5 five days of the incident in writing.

23.1 Industry shall maintain chart record which shall chart pH range 24 hours per day, 7 days per week. (Copies of all charts shall be provided to the City on a monthly basis. Information on the charts shall be available to the City on a daily basis upon request. The Industry will interpret the monitoring graphs and initially compute any surcharges for pH excursions. Those computations and chart copies will be sent to the City by the 10th working day of each month, with respect to the prior month. The City will review the data provided by Industry and based upon that review, send an invoice for surcharges to the Industry which shall be paid in accordance with other provisions of this agreement.

24. **Limitations on Receipt at Flow.** The Industry shall not discharge effluent to the City's Wastewater Treatment Plant at a rate in excess of the maximum gallons per minute allowed multiplied times 60 minutes per hour during any single hour. In addition to other fees which may be required to be paid by Industry to the City under this agreement in the event such hourly rate is exceeded, the Industry shall pay to the City the cost of increased electrical demands as a result of the flow which exceeds the hourly limit of this Paragraph. The provisions of this Paragraph shall supersede and replace existing provisions of Jerome Municipal Code which may define the terms "accidental discharge", "slug", "slugging", or "shock loading". In the event that Industry exceeds the limitations of this Paragraph, or those outlined in the IWDP, the penalties and other charges for which it shall be liable shall be determined by this agreement and not by provisions of the Jerome Municipal Code.

25. **General Prohibitions.** No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

26. **Specific Prohibitions.** No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Any liquids, solids, or gases which by reason of their nature or quantity are or may be sufficient, either alone or by interaction with other substances, to cause a fire or explosive hazard in the POTW, including, but not limited to, any gasoline, benzene, naphtha, or fuel oil; and, in no case waste streams with a closed-cup flash point of less than one hundred forty degrees Fahrenheit(140°F)(60°C) using the test methods specified in 40 CRF §261.21, as amended; and, in no case pollutants which produce readings on an explosion meter, at the point of discharge into the POTW or at any point in the POTW,

greater than five percent (5%) of the lower explosive limit of the meter for any two (2) successive readings nor greater than ten percent (10%) of the lower explosive limit for the meter for any single reading.

2. Wastewater having a pH less than 6.0 or more than 9.0, or having any other corrosive property capable of causing damage or hazards to the POTW structures, equipment, processes, or personnel.

3. Grease, animal guts or tissues, paunch manure, bones, hair, hides, flesh, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes; and in no case any other solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference; and, in no case solid substances of such character or quantity that special and unusual attention is required for their handling;

4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

5. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four degrees Fahrenheit (104°F) (40°C) unless the Approval Authority, upon the request of the POTW, approves alternate temperature limits;

6. Petroleum oil, non biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

8. Trucked or hauled pollutants, except at discharge points designated by the City;

9. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or to prevent entry into the sewers for maintenance or repair;

10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten percent (10%) from the seasonably established norm for aquatic life;

11. Wastewater containing any radioactive wastes or isotopes except as specifically approved by the City Administrator in compliance with applicable State or Federal regulations;

12. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the City Administrator;

13. Any sludges, screenings, or other residues from the pretreatment of industrial wastes or from industrial processes, unless specifically authorized by the City Administrator;

14. Medical wastes;

15. Wastewater causing) alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

16. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW:

17. Any substance which will cause the POTW to violate it's NPDES and other disposal system permits

18. Any wastewater which in the opinion of the City Administrator or the Wastewater Plant Manager can have an adverse effect on the receiving stream; or can otherwise endanger life, limb, public property, or constitute a nuisance, unless allowed under special agreement by the City Administrator (except that no special waiver shall be given from categorical pretreatment standards);

19. The contents of any tank or other vessel owned or used by any person in the business of collection or pumping sewage, effluent, septic tank waste, or other wastewater unless said person has first obtained testing and approval as may be generally required by the City and paid all fees assessed for the privilege of said discharge;

20. Any hazardous wastes as defined in rules published by the State or in EPA rules 40 CFR part 261;

21. Persistent pesticides and/or pesticides regulated by Federal Insecticide Fungicide Rodenticide Act (FIFRA). Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW. (Ord. 806 §2, 1996)

27. **Right of Entry.** The Industrial Pretreatment coordinator and/or authorized representative(s) shall have access to production, materials storage, and wastewater pretreatment areas as well as operating, monitoring, and pretreatment records of The Industry. Access shall be granted immediately upon request at any time deemed necessary provided proper identification is provided by the entrant.

28. **Records Retention.** The Industry shall retain and preserve, for no less than three years, any records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring,

sampling and chemical analyses made by or in behalf of the Industry, in connection with its' discharge.

28.1 All records which pertain to matters which are the subject of administrative adjustment or another enforcement or litigation activities brought by the City, shall be retained and preserved by the Industry, until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

28.2 All records required by the permit shall be available for review at reasonable times by authorized representatives of the City.

29. **Representative Sampling.** Samples and measurements taken to meet the requirements of this condition shall be representative of the volume and nature of the monitored discharge and shall be collected and preserved in accordance with 40 CFR Part 136 and amendments. Alternative procedures must have City approval prior to use.

30. **Recording Results.** For each measurement or sample taken pursuant to the requirements of this permit, the Industry shall record the following information:

1. The exact place, date and time of sampling
2. The dates the analyses were performed,
3. The person(s) who performed the analysis
4. The analytical techniques or methods used, and
5. The results of all required analyses.

31. **Analytical Methods.** All analyses to determine compliance with permit limits shall be performed in accordance with 40CFR Part136 "Guidelines Establishing Test Procedures for the Analysis of Pollutants under the Clean Water Act", and amendments, or with any other test procedures approved by EPA. Analytical techniques for additional pollutants not contained in Part 136 must be performed by using validated analytical methods approved by EPA [40 CFR 403.12(b) (5) (vi)]. The analysis of samples collected pursuant to the requirements of this permit shall be performed by the Industry or a commercial laboratory selected by the Industry. Commercial laboratories must have approval of the Control Authority prior to selection.

32. **Confidential Information.** Except for data determined to be confidential under Section 7 of City Ordinance #806, all reports required by this permit shall be available for public inspection at the office of the Pretreatment Coordinator.

33. **Proper Operation and Maintenance.** The Industry shall keep and maintain an operation and maintenance log on all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Industry to achieve compliance with the conditions of this permit. Proper operation and maintenance includes, but is not limited to, effective performance, adequate funding, adequate operator staffing and training and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit. Water conservation practices shall be used to reduce total effluent volume. Waste preventative practices shall be used to reduce or eliminate contaminant loading to the municipal sewer system. In addition the following practices shall be used.

1. Chemical shall be stored in a manner which will prevent the entry of these solutions into the sanitary sewer, storm sewer system or waters of the State. All liquid chemicals will be stored in a no-outlet area approved by the City. Process tanks shall be located in an area capable of containing 105 percent of the volume of the largest tank. This area shall not have an outlet to the City sewer system or waters of the State.
2. Waste chemicals, chemical sludge, paint sludge or other hazardous waste shall be stored in approved containers inside a covered bermed area. The storage area shall be located at least 30 feet from the nearest sewer drain or outlet in order to prevent spills to the sanitary system, storm sewer system or waters of the State. The waste chemicals, chemical sludge, paint sludge or other hazardous waste shall be disposed of according to the regulations of EPA. The Industry shall install shut-off devices to all drains in any hazardous waste storage areas.
3. Chemicals shall be stored and dispensed only in roofed and bermed areas that eliminate potential spills to the sanitary sewer system, storm sewer system or waters of the State. Non-compatible chemicals must be segregated.
4. If appropriate, the Industry shall obtain a hazardous waste generator number from EPA or the state for proper disposal of hazardous wastes.
5. If the Industry utilizes a pretreatment system for the purpose of reducing pollutant levels, prior to discharge to the City sewer, a sampling site acceptable to the City, shall be maintained downstream of the final pretreatment system for monitoring the industrial discharge. City personnel shall have access to the sample site during normal business hours and in the event of an emergency.
6. The Industry shall use spill prevention practices to preclude the discharge of any substance that violates the General Discharge Prohibitions, or conditions of this permit.
7. In the event of a concentrated solutions spill, such as a tank failure, the Industry shall not discharge any spilled solution into the municipal sewer system unless laboratory test results indicated that the substance meets the conditions of this permit. The Industry shall receive approval from the City prior to any discharge of spilled solution.
8. If appropriate, the Industry shall maintain and inspect all process solution tanks on a regular basis. Any leaks shall be repaired promptly.
9. Access to the discharge flow meter shall be provided to the City at all times by the Industry.

34. **Dilution.** The Industry shall not increase the use of potable or process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

35. **Disposal of Pretreatment Sludge and Spent Chemicals.** The disposal of sludge and spent chemicals generated shall be done in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act, and any state hazardous waste requirements.

36. **City Rights to Discontinue Service.** The City may, without advance notice, after informal notice to the Industry (in writing, in person or by telephone), order the suspension of the wastewater treatment service and revoke the

Wastewater Discharge Permit to the Industry when it appears to the City that an actual or threatened discharge:

1. Presents or threatens an imminent or substantial danger to the health or welfare of persons or substantial danger to the environment.
2. Threatens to interfere with the operation of the POTW, or to violate any pretreatment limits imposed by the code. The Industry notified of the City's suspension order, the City may immediately take all necessary steps to halt or prevent any further discharge by such Industry into a POTW. The City shall have the authority to physically cap, block or seal the Industry's sewer line (whether on public or private property) in order to terminate Service; the City shall have the right to enter upon the Industry's property to accomplish the capping, blocking or sealing of the Industry's sewer line; the City may also commence judicial proceeding immediately thereafter to compel the Industry's specific compliance with such order and/or to recover civil penalties; the City shall reinstate the Wastewater Discharge Permit and/or waste water treatment service upon clear and convincing proof by the Industry of the elimination of the non-complying discharge or conditions creating the threat as set forth above

37. **Penalty for Falsifying or Tampering**. Knowingly rendering any monitoring device or method inaccurate, may result in punishment under criminal laws of the City. Any reports required in this code and any other documents required to be submitted by the City or maintained by the industrial user shall be subject to enforcement provision of the City Code, Municipal, and State law relating to fraud and false statements. In addition the industrial user shall be subject to:

1. The provisions of 18 U.S.C. Section 1001 relation to fraud and false statements.
2. The provisions of Sections 309 (c) (4) of the Clean Water Act, as amended governing false statements representation or certification.
3. The provision of Section 309 (c) (6) regarding responsible corporate officers.

38. **Modification or Revision of the Permit.** The terms and conditions of the permit may be subject to modification by the City at any time that limitations or requirements, as identified in the City's Ordinance, are modified or other just cause exists

38.1 The permit may also be modified to incorporate special conditions resulting from the issuance of a special order.

38.2. The terms and conditions may be modified as a result of EPA promulgating a new Federal Pretreatment Standard.

38.3 Any permit modifications which result in new conditions in the permit shall include a reasonable time schedule for compliance as necessary.

38.4 The Industry may file a request for permit modification or revision, provided such request does not create a violation of any existing applicable requirements, standards, laws or rules and regulations.

39. **Duty to Reapply.** The City shall notify the Industry 180 days prior to the expiration of the permit. Within 90 days of the notification, the Industry shall reapply for re-issuance of the permit on a form provided by the City. If application has been made in accordance with this provision, the permit shall

remain in effect until a new permit has been approved by all appropriate Control Authorities and has been issued.

40. **Severability.** If any position, paragraph, word or section of this permit is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words and sections shall not be affected and continue in full force and effect.

41. **Property Rights.** The issuance of the permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any invasion of personal rights, nor any infringement of federal, state or local regulations.

42. **Emergency Action.** In the event of a power loss to the Industry's treatment facility, the Industry shall provide treatment to the best of their ability and shall report immediately to the Industrial Pretreatment Coordinator or Wastewater Plant Manager or authorized representative, any non compliance resulting from the emergency situation.

43. **Application of the most stringent limitations.** If a discharge is regulated by National Categorical Standards, and /or state discharge limitations and/or local discharge limitations, the most stringent limitations will apply.

PART 6 BYPASS OF TREATMENT FACILITIES

44. **Definitions.** "Bypass" means the intentional diversion of waste streams from any portion of a Industry's facility. "Severe Property Damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

45. **Bypass Not Violating Applicable Pretreatment Standards.** The Industry may allow any bypass to occur which does not cause applicable pretreatment standards or requirements to be violated, but only if it is for essential maintenance to assure efficient operation.

46. **Notice of Bypass**

1. If the Industry knows in advance of the need for a bypass, it shall submit prior notice, to the City, if possible, at least ten days before the date of the bypass.
2. The Industry shall submit oral notice of unanticipated bypass that exceed applicable pretreatment standards to the City within 8 hours from the time the Industry becomes aware of the bypass. A written submission shall also be provided within five days of the time the Industry becomes aware of the bypass. The written submission shall contain a description of the bypass and submission shall contain a description of the bypass and its' cause; the duration of the bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent recurrence of the bypass. The City may waive the written report on a case-by-case basis if the oral report has been received within 8 hours.

47. **Prohibition of Bypass.** Bypass is prohibited, and the City may take enforcement action against the Industry for a bypass, unless:

1. Bypass unavoidable to prevent loss of life, personal injury or severe property damage.
2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable Administrating judgment to prevent a bypass which occurred during normal equipment downtime or preventative maintenance.
3. The Industry submitted notices as required under paragraph C of this section.

48. **Approval of Anticipated Bypass.** The City shall have the right to approve an anticipated bypass, after being given time to consider its' adverse effects, if the City determines that it will meet the three condition listed in Part 6 page 17 paragraph 48.

Part 7 Fines and Penalties

49. **Fines and Penalties:** Indemnification and Hold Harmless. Should the Industry be in default under any term or condition of this agreement, Industry shall be responsible for:

49.1 Any fines and penalties imposed on the City by the Environmental Protection Agency of the United States of America, or the Department of Health and Welfare, Division of Environmental Quality of the State of Idaho caused by Industry's discharges into the wastewater system of the City, including any violations of the City's NPDES permit, as a result thereof.

49.2 All subsequent costs to the City incurred to return the wastewater treatment facility biological processes to normal operation in the event of a violation of existing permit standards or as may hereafter be amended. Additionally, all costs, expenses or additional penalties which may be incurred by the City in negotiating or contesting the amount or imposition of any fines or penalties for which Industry may ultimately be responsible, and any other costs or expenses of any kind or nature which may be incurred by the City as a result of Industry's default.

49.3 In any such situation, the City agrees to cooperate with Industry in negotiating the payment of any fines or penalties sought by the United State's Environmental Protection Agency or other State or Federal Agency asserting the fine or penalty. The entire cost of such negotiation shall be borne by the Industry. Industry agrees to promptly pay all fines and penalties when they have been finally determined by the appropriate administrative body. Should the Industry not agree to the assessment of a fine or penalty which the City feels is appropriate, the City agrees to cooperate with any appeal or lawful procedure available before imposition of the fine or penalty becomes final, provided that the Industry shall indemnify and pay on behalf of the City all attorney's fees, costs and other expenses related to such appeal or other procedure.

49.4 It is the intent of the parties that Industry shall not be assessed any fine or penalty nor shall Industry be required to indemnify the City under any other provision so long as the Industry has operated within the parameters, terms and conditions of this Agreement. Should fines, penalties, costs or other charges described in this Paragraph be determined to be in part due to other industrial users of the Wastewater Treatment System operating out of compliance under their industrial user agreement, or the wastewater discharge permit

attendant thereto, Industry shall only be responsible for fines, penalties, costs and charges proportionate to its responsibility.

50. **Additional Costs.** Should the Industry discharge effluent that exceeds the amount as outline in (IWDP), the Industry shall pay to City all additional costs identified above in Part 7 paragraph 50.

51. **Billing.** Industry shall be billed on a monthly basis for user fees and any other fees which bill shall be due and payable within thirty (30) days of the date of billing.

PART 8 SIGNATORY REQUIREMENTS

52. All applications, reports or information submitted to the City shall be signed and certified.

53. **Application - Requirement of Executive Signature.**
All permit applications shall be signed by an executive officer of at least the rank of Vice President for a corporation or a general partner for partnerships or proprietor for proprietorships.

54. **Signature Requirement for Reports.** All reports required by the IUA or the IWDP and other information requested by the City shall be signed by a person described above or by duly authorized representative of that person. A person is a duly authorized representative only if:

1. The authorization is made in writing by a person described above and submitted to the City using the attached Signatory Authorization.
2. The authorization specifies either an individual or a position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility, for environmental matters. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)

55. **Changes to Authorization.** If an authorization under Part 8 paragraph 54 2 is no longer accurate because a different individual or position is responsible for the overall operation of the facility, a new authorization satisfying the requirements of Part 8, 63.1 , must be submitted to the City prior to, or together with reports, information or applications to be signed by an authorized representative.

55. **Certification.** Any person signing a document under this section shall make the following certification:

"I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".

PART 9 ENFORCEMENT PROVISION

56. **City's Right to Enforce.** The City may seek any or all of the remedies or penalties (including civil and judicial action) provided in the JMC Title 13, including recovery costs incurred by the City, in response to the following:

1. Any violation by the Industry of the provision of the Industrial Wastewater Discharge Permit (IWDP).
2. Any violation by the Industry of the provisions of the City Code;
3. Any violation by the Industry of any order of the City with respect to provisions set forth in the Industrial Wastewater discharge Permit of the City Code. The range or severity of remedial actions taken by the City against the Industry, will be determined by, but not limited to, the nature, duration and frequency of the violation. The Jerome Enforcement Guidance Plan shall prevail in matters of dispute.

PART 10 PERMIT CONDITIONS - RIGHT OF APPEAL

57. **Conditions Governing Appeal.** As per EPA Publication EN 336 section 3.4, upon issuance of this permit, the Industry shall have the right to appeal specific provisions of the permit if they believe the provision is contrary to law or an unreasonable exercise of the Control Authority's discretion under law. Terms of appeal are as follows:

1. Requests for reconsideration should be in writing to the City Administrator and must include supporting reasons for reconsidering the permit conditions. Acceptance of such an appeal shall be at the sole discretion of the City of Jerome Administrator.
2. Requests for reconsideration must be made within 30 days of permit issuance after which time the right of reconsideration, by the Control Authority or by a court of law, is considered waived.
3. If an Administrative Appeal to the City Administrator is not successful, the Industry shall have 30 days from denial of the Administrative appeal to make a Judicial appeal, after which time the right of such an appeal is considered waived.
4. Request for consideration shall not result in an automatic stay of the final permit conditions. In the event the request is granted, a stay may be considered appropriate at the discretion of the City Administrator.

PART 11 AUTHORIZATION

58. **City of Jerome to Administer Pretreatment Program.** The City of Jerome owns, operates and manages the Wastewater Treatment Facility. Management of this facility includes administering the Industrial Pretreatment Program. The City Administrator, Plant Manager, or Industrial Pretreatment Coordinator or any other designated employee of the City will be an authorized representative of the City of Jerome.

58.1 Information included in or pertaining to this permit or any information obtained during or as a result of inspections or other monitoring shall be made available to any agency regulating this program and to the public, to the extent provided by 40 CFR Part 2.302 (Public Information) and 40 CFR Part 403.14.

59. **Limitation of Permit Transfer.** The Wastewater discharge permit (IWDP) is issued to the specific Industry for a specific operation and is not assignable to another business or company or transferable to any other location

without the prior written approval of the City. Sale of a Industry's business shall obligate the purchaser to seek prior written approval of the City for continued a temporary agreement to discharge to the sewer system. The sale will result in the IUA and the IWDP being reevaluated and reissued.

60 **Warranty of Industry.** Industry represents and warrants to the City that it is a bona fide corporation existing under and by virtue of the laws of the State of Washington qualified to do business in the State of Idaho and has taken all necessary actions to approve the execution of this agreement.

61. **Binding Arbitration.** Any controversy or claim arising out of or relating to this agreement shall be settled by binding arbitration in accordance with the provisions of Idaho Code §7-901. The parties shall jointly select the arbitrator. If the parties cannot agree upon an arbitrator, the parties shall each select one (1) arbitrator. The two (2) arbitrators thus chosen shall select a third arbitrator. A majority decision of the arbitrators shall be binding on all parties. The arbitrators shall have power to establish rules of procedure for the arbitration. All fees and costs of the arbitrators) shall be borne equally by the parties.

62. **Attorney Fees on Default.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

63. **Integration.** City and Industry acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

64. **Binding Effect.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement above first written.

"THE CITY OF JEROME'

BY: Charles Correll
Charles Correll, Mayor

ATTEST: Kathy Cone
Kathy Cone, City Clerk

"Westfarm Foods"

By: William G. Anderson
Its: VICE PRESIDENT

STATE OF IDAHO)
:ss
County of Jerome)

On this 25th day of May 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHARLES CORRELL, the Mayor of the City of Jerome, known to me to be such officer of the city whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

Donna C Fraser

NOTARY PUBLIC for Idaho
Residing at: Jerome
Commission expires: ~~12-3-2004~~ 5-23-07

STATE of Washington)
:ss
County of King)

On this 7th day of June, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William G. Anderson, The Vice President, of Darigold, Inc. d.b.a. Westfarm Foods, , known to me to be such officer of the Corporation whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

Ruth E. Valine

NOTARY PUBLIC for Washington
Residing at: Seattle
Commission Expires: 6/25/06

RUTH E. VALINE NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 25, 2006

Signatory Authorization

Election of Option (3). I certify that the signatory below shall have authority to sign reports required by this permit for Darigold, Inc., d.b.a. **Westfarm Foods**, I further understand that such signature shall be legally binding on all such reports.

William G. Anderson
Signature

Vice President
Title

Kris Kostelecky
Authorized Signatory (print)

Plant Manager
Title

Kris A Kostelecky
Authorized Signature

6/1/04
Effective Date

THE CITY OF JEROME

City Hall
152 East Avenue A
Jerome, Idaho 83338
(208) 324-8189

February 26th, 2007

Darigold
1703 S. Buchanan
Jerome, Idaho 83338

RE: Contract Violation for Failure to Update Accidental Spill Program including Shock Tank Area.

Mr. Dave Duffy

Upon an in depth review of your Industrial User Agreement (IUA) it has been noted that there was a violation to the IUA under section 13.18.200 of the Accidental Spill Prevention Plans: The accidental spill program did not include the shock tanks and there is no secondary containment for that section of the Plant.

As you are aware I have recommended to Travis, City Administrator that $1000 fine be levied for violation of your spill plan and failure to update it, along with the requirement that a secondary containment be built to hold at least 105% of the total volume of the tanks. Given 90 days to have this completed with the time starting April 1, 2007 due to the harsh weather conditions.

This is to notify you that a fine of $1000 has been imposed on Darigold for the December 13th Shock Tank Collapse and is payable net 30 days from the date of this letter.

As an update, on Feb 23rd 2007-I have received a copy of an updated spill plan that will be approved and added as an addendum to your contract. Also it was stated that the concrete work for a containment wall will be started Thursday March 1st. The collapsed tank has been removed and the glass lined tank is being put into place.

I would like to compliment you for your quick response in helping resolve this issue.

John Boyd

Thank You
John Boyd
Wastewater Director
City of Jerome

Revised: 3/10/11

Darigold
Jerome, Idaho
Spill Control Plan

Section A: The Reporting System

The Jerome Darigold Plant Emergency Spill Committee is as follows:

Who	Title	Work Phone	Cell Phone	OPN Schedule
Mike Mask	Plant Manager	(208) 324-5390	(208) 994-8003	24hrs/day
John Wolters	Assistant Plant Manager	(208) 324-5390	(208) 404-1963	24hrs/day
Ron Williams	Chief Engineer	(208) 934-9685	(208) 358-1288	24hrs/day

Outside agencies to contact are:

Agency	Contact Person	Work Phone	Cell Phone	Access
DEQ	Dave Anderson	(208) 736-2190		
Jerome WWTP	John Boyd	(208) 324-4308	(208) 308-6197	
Jerome WWTP	Duty Man	(208) 308-6198		

Normal Operation-

Under the contract with the City of Jerome, this facility is allowed to discharge 450 gallons per minute, not to exceed a total of 550,000 gallons in a 24 hr period, between the ph of 6 and 9. The solutions to be discharged are to be those, which are produced under normal operating conditions. They will consist of water, wash solution, and product residues generated from the cleaning of equipment. As a facility we are allowed to discharge 3200 pounds of BOD per day and 1500 pounds of TSS per day. It is our responsibility as a good citizen to assure that we are within compliance. The following information is intended to aid in preventing our going out of compliance.

The Jerome Darigold Plant installed an Optec sensor system. This system senses any significant spillage of product or chemicals and diverts the plants wastewater flow to the shock tanks instead of the neutralization tank. The shock tanks combined can accommodate 55,000 gallons. One tank holds 35,000 gallons and the other 20,000 gallons. When the Optec sensor diverts, a distinct audible alarm activates in the plant allowing plant personnel to immediately take corrective action and stop the leak. Maintenance personnel are also trained to verify that the wastewater flow has diverted to shock tanks. Once the spill has

been stopped the Optec sensor will detect this and return wastewater flow to neutralization tank. The Plant will decide if the solution in the shock tanks can be returned to the city without exceeding permits, if not then the solution will be hauled off by contacting either Evans Grain – (208) 436-7777 or Enviroclean-(208) 324-3259

Any significant spillage of product or chemicals, with the potential to reach the neutralization tank, will be immediately reported to one of the above Darigold Jerome personnel. One of the above personnel will always be the duty supervisor (accessible by phone, beeper, or mobile phone) and have the authority to initiate response. This duty supervisor will decide how to handle the spillage within containments and or spillage external to containments. They will make the necessary regulatory contacts as appropriate and have ready access to all MSDS sheets relative to such spillage.

Guidelines for contacting DEQ and/or the Jerome Treatment Facility are as follows:

Any significant spillage of product and/or chemicals that makes its way into the plants neutralization tank will be reported to the Jerome Treatment Facility immediately, with a written report sent to the City within 5 days. A call will be placed to the DEQ to advise them of the situation subsequent to calling the Treatment Facility.

Section B: Preventive Facility, Measures

Chemicals-

Those chemicals, on-site at our facility, that could potentially be spilled and cause problems to the wastewater treatment plant, with respect to pH are:

I. Caustics
   - A. Sodium Hydroxide (AC-105)

II. Acids
   - A. Nitric/Phosphoric (AC-55-5 -RED)
   - B. Sulfuric Acid (93%)

The bulk holding tanks and their respective containment vessels for these stored chemicals are:

I. Caustics
   - A. Sodium Hydroxide (AC-105)
     1. Bulk Holding tank = 6000 gallons (polymer/resin, enclosed cylindrical)
        a. Bulk containment vessel= 6000 gallon (polymer/resin, enclosed cylindrical)

   - B. Sodium Hydroxide (50% Caustic Soda) ph control
     1. Bulk Holding Tank = 4000 gallons (polymer/resin enclosed cylindrical)
        a. Tank is surrounded by concrete containment

II. Acids
   - A. Nitric/Phosphoric (AC 55-5-RED)
     1. Bulk Holding tank = 6000 gallons (polymer/resin, enclosed cylindrical)
        a. Bulk containment vessel= 6000 gallon (polymer/resin, enclosed cylindrical)

   - B. Sulfuric Acid (93%) ph control

1. Bulk Holding Tank = 2000 gallons (polymer/resin, enclosed cylindrical)
   a. Bulk containment vessel =2000 gallon (polymer/resin, enclosed cylindrical)

Anything from minor leaks to catastrophic structural failures of the bulk holding tanks will be captured in their respective containment vessel, by obvious sizing and design. Such captured chemical can then be pumped back into storage, or neutralized prior to releasing to the wastewater treatment facility.

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Chemical Drum Storage Areas-

Areas of Concern:

Punctured Drum-

In the event of a drum being punctured in our chemical storage area, the following procedure is to be followed.

Corrective Action-

- Verify that proper protective attire is being worn (Apron, face shield, gloves)
- Stop leak in drum with drum repair kit in chemical storage room
- If unable to contain material verify that discharge to the wastewater treatment facility has stopped. This is achieved by manually closing the discharge valve at the neutralization tank.

Broken or leaking chemical transfer line-

In the event of a chemical leak within our facility, the following procedure is to be followed:

Corrective Action:

- Verify that proper protective attire is being worn (Apron, face shield, gloves)
- Isolate area from which leak is occurring. (Disable air and or electrical supply)
- Properly fix leak
- If unable to contain material verify that discharge to the wastewater treatment facility has stopped. This is achieved by manually closing the discharge valve at the neutralization tank.

Off loading of bulk chemicals-

When off-loading bulk chemicals we must always have a supervisor present. The supervisor is to verify proper connections have been made, prior to the off-loading process. In the event we should experience a spill during this off-loading process, the following procedures are to be implemented:

Corrective Action:

- Verify that proper protective attire is being worn (Apron, face shield, gloves)
- Inform operator to immediately stop off-loading

- If unable to contain material verify that discharge to the wastewater treatment facility has stopped. This is achieved by manually closing the discharge valve at the neutralization tank.

Boiler room chemicals and oil-

All used oil is to be stored on the containment pallet, outside of the boiler room. Should we have a spill of either the new oil or chemicals in the boiler room, the following procedures are to be followed:

- Verify that proper protective attire is being worn (Apron, face shield, gloves)
- Immediately plug floor drain with plugs provided in the boiler room.
- Stop leak in drum with drum repair kit in boiler room
- If unable to contain material verify that discharge to the wastewater treatment facility has stopped. This is achieved by manually closing the discharge valve at the neutralization tank.

Raw Milk Product-

Spillage or major leakage would likely occur due to structural failure of the milk, cream, or condense skim holding silo, or their respective line/valve system.

Areas of Concern:

Receiving Area-

Should we experience a loss of product in our receiving area, the following procedures are to be followed:

Corrective Action:

- If the leak is due to operator error, immediately take corrective action and stop the leak.
- If the leak is due to mechanical failure (valve coming off trailer) verify that spill is being captured in the shock tanks
- If unable to contain material verify that discharge to the wastewater treatment facility has stopped. This is achieved by manually closing the discharge valve at the neutralization tank.

Production Area-

Should we experience a product loss in our process area (valve coming off silo, silo failure) the following procedures are to be followed.

Corrective Action:

- If the leak is due to operator error, immediately take corrective action and stop the leak.
- If the leak is due to mechanical failure (valve coming off silo, silo failure) verify that spill is being captured in the shock tanks
- If unable to contain material verify that discharge to the wastewater treatment facility has stopped. This is achieved by manually closing the discharge valve at the neutralization tank

Should product and or chemicals need to be pumped from the lift station or off of the floor after being contained, the following company is to be contacted. They are to provide documentation as to where the material is being taken as with relevant permit numbers.

Enviroclean - (208) 324-3259

Neutralization Silo-

Spillage or major leak would likely occur due to structural failure of this silo. This facility would continue to discharge within permitted limits to the wastewater treatment facility. Modifications would immediately be made to the silo to repair problem area. If this facility is unable to maintain pH with acceptable limits arrangements will be made to have effluent hauled from premises. This will be accomplished through Enviroclean (208) 324-3259

Shock Tanks

Spillage or major leak would likely occur due to structural failure of one of these tanks; The Jerome Darigold Plant has constructed spill containment that would capture 135% of volume of the 2 shock tanks and the lift station. Should product and / or chemicals need to be pumped from the spill containment the following company can be contacted: Enviroclean (208) 324-3259

Lift Station Pumps-

In the event we were to lose operation of our lift station pumps, the following procedure is to be followed:

- The lift station now overflows to the spill containment where previously it overflowed directly to
- the city
- Notify all personnel within the plant to immediately stop all process that require discharge to the drain. If washes and or production are in operation, immediately stop.
- Notify the wastewater treatment plant of our problem
- Maintenance personnel are to make proper contacts to get equipment operational
- Contact Evans Grain (208) 436-7777 or Enviroclean at (208-324-3259) and make arrangements to have the lift station pumped out, if operation cannot be restored in a timely manner.

Ammonia Discharge Tank-

The current plant design has a 1500 gallon tank, partially filled with water, that is designed to capture ammonia vapors should the system need to be evacuated. The discharge of this ammonia solution to the

City is to be done at a rate of less than 5 gallons per minute. Prior to discharging this solution, the city must be notified and approval received.

Section C: List Of Chemicals Used, Processed Or Stored On-site

The following chemicals are used and/or stored at the Jerome plant facility:

1. Sodium Hydroxide Solution
2. Nitric/Phosphoric Acid Mixture Solution
3. Chlorinated Alkaline Cleaner Solution
4. Anionic Sanitizer Solution
5. Sodium Hypochlorite Solution
6. Cow Water
7. Cream
8. Raw Milk
9. Skim Condensed
10. Sodium Metabisulfite
11. Sodium Carbonate
12. Non-ionic Surfactant
13. Quaternary Ammonia Compounds
14. Chlorine Gas
15. Carbon Dioxode
16. Sulfuric Acid

The following products are processed at the Jerome Facility:

1. Raw Milk
2. Condensed Skim
3. Heat Treated Cream
4. Cow Water

Section D: Inspection of Storage Areas-

- All chemical and product storage areas are inspected on our bi-monthly internal plant inspection. These inspections are kept on file at this facility. Chemical and product inventories are monitored on a daily basis and it is felt deviations would be found. This facility is staffed 24 hours per day and it is felt loss of either product or chemical would be caught by one of our operators.

Section E: Handling and Transfer of Chemical-

When transferring chemical and or handling chemicals, the following is to be followed:

- Verify that proper protective equipment is being worn (apron, gloves, face shield)
- Know exactly what it is you are doing and where it is you are transferring the chemicals.
- Verify that all pertinent equipment and lines are in good operating condition.
- Should a leak occur, refer to the type of leak as described in the preceding and take corrective action.

Section F: Training

All employees are trained in the safe handling procedures for chemicals. Records of this training are kept on file. Each employee has also been given a copy of this plan. The plan has been reviewed with each of them.

Questions and/or suggestions concerning any of the above should be directed to Mike Mask, Darigold Jerome, Plant Manager.

Following is a list of incidental materials stored at the Jerome facility:

Material	Quantity stored on-site	Containment Material
AC-105 (Sodium Hydroxide)	6000 gallons	poly tank
ACC-55-5 Red (Phosphoric/Nitric Blend Acid)	6000 gallons	poly tank
Mandate plus (Phosphoric Acid)	150 gallons	55 gal poly drum
Enforce Foam cleaner (Potassium Hydroxide, Tri Poly Phosphate, Potassium Hypochlorite)	150 gallons	55 gal poly drum
HC-10 (Sodium Carbonate)	450 pounds	cardboard container
Foam-Nox (Non-ionic Surfactant)	100 gallons	55 gal poly drum
Ster-Bac (Quaternary Ammonium Compound)	50 gallons	55 gal poly drum
XY-12 (Chlorine)	100 gallons	55 gal poly drum
Ultrasil 02 (Anionic Surfactant)	30 gallons	15 gal poly drum
Ultrasil 01 (Non Anionic Surfactant)	30 gallons	15 gal poly drum
Ultrasil 110 (Sodium Hydroxide)	220 gallons	55 gal poly drum
Ultrasil MP (Phosphates)	110 gallons	55 gal poly drum
Ultrasil 76 (Phosphoric-Nitric Acid)	165 gallons	55 gal poly drum
Ultrasil 63 (Sodium Bisulfite)	110 gallons	55 gal poly drum
Solodigm (Enzyme)	220 gallons	55 gal poly drum

Exelerate CIP (Sodium Hydroxide)	220 gallons	55 gal poly drum
Lubricants (various weights)	300 gallons	55 gal poly drum
Solvents	15 gallons	
Hand Soaps	10 gallons	
Janitorial Cleaners	10 gallons	
Oxonia Active (Acid Sanitizer)	50 gallons	55 gal poly drum
Total Additive	100 gallons	55 gal poly drum
Chlorine Gas	300 pounds	compressed steel tank
Carbon Dioxide	8 ton	compressed steel tank
Exelerate HS (Hydrogen Peroxide Solution)	110 gallons	55 gal poly drum
Exelerate 320	110 gallons	55 gal poly drum

2/8/11

DRYER POSTWASH CHECKLIST

GROUND LEVEL

INTIALS

1) Main CIP supply flowboard disconnected
2) Dryer CIP Line 1 flowboard disconnected
3) 6" CIP return manuel hand valve is closed
4) Dryer CIP return tank drain valve is open
5) Caustic tank is drained and recharged

SIFTER LEVEL

1) Tarps removed and dried out
2) North cyclone drain scupper removed/spool piece in
3) South cyclone drain scupper removed/spool piece in
4) Main cyclone drain scupper removed/spool piece in
5) Cyclone transfer line-CIP jumper removed/transfer line in
6) Main transfer line scupper removed/spool piece in

BUSTLE LEVEL

1) Baghouse CIP jumper removed/transfer line in

CYCLONE LEVEL

wash

1) Main cyclone fan-blind removed/ring in place
2) Main cyclone fan vent line-ring removed/blind in place
3) North cyclone transfer line to baghouses-blind removed/ring in
4) North cyclone vent line-ring removed/blind in
5) South cyclone transfer line to baghouses-blind removed/ring in

6) South cyclone vent line-ring removed/blind in

NOZZLE LEVEL

1) Exhaust fan blind removed/ring in
2) Ehaust fan drain valves are closed
3) Hoses and nozzle removed from main chamber
4) Tarp is removed from burner

ROOF

1) Stack sprayball line unhooked ai and capped
2) Upper recuparator sprayball line unhooked and capped
3) Lower recuparator sprayball unhooked and capped

Supervisors must sign off on each item prior to starting the Dryer for production

2/9/11

DRYER PREWASH CHECKLIST

GROUND LEVEL	INTIALS
1) Main CIP supply flowboard switched to Line 2 connection	HR
2) Dryer CIP supply flowboard switched to Line 1 connection	HR
3) 6" CIP return manuel hand valve is open	HR
4) Dryer CIP return tank drain valve is closed	HR
5) Caustic tank preheated to 175 degrees	HR

SIFTER LEVEL	
1) Transfer line spool piece removed/drain scupper in place	HR
2) North cyclone drain scupper in place	HR
3) South cyclone drain scupper in place	HR
4) Main cyclone drain scupper in place	HR
5) Cyclone transfer line removed and capped/CIP jumper in place	HR
6) Tarps in place over airlocks, sifter & AHU air supply line	HR

BUSTLE LEVEL	
1) Baghouse transfer line removed and capped/CIP jumper in place	HR
2) Large cyclone man doors removed and scraped and replaced	HR

CYCLONE LEVEL	
1) Main cyclone fan-ring removed and blind installed	HR
2) Main cyclone fan-vent line blind removed/ring in place	HR
3) North cyclone transfer line to baghouses-ring removed/blind in	HR
4) North cyclone vent line-blind removed/ring in place	HR

5) South cyclone transfer line to baghouses-ring removed/blind in

6) South cyclone vent line-blind removed/ring in place

NOZZLE LEVEL

1) Exhaust fan ring removed/blind in place

2) Ehaust fan drain valves are open

3) Hoses installed in main chamber/nozzle attached

4) Tarp has been placed on burner

ROOF

1) Stack sprayball line hooked up

2) Upper recuparator sprayball line hooked up

3) Lower recuparator sprayball attached

Supervisors must sign off on each item prior to starting the Dryer CIP

10-29-10

DRYER POSTWASH CHECKLIST

GROUND LEVEL

INTIALS

1) Main CIP supply flowboard disconnected
2) Dryer CIP Line 1 flowboard disconnected
3) 6" CIP return manuel hand valve is closed
4) Dryer CIP return tank drain valve is open
5) Caustic tank is drained and recharged

SIFTER LEVEL

1) Tarps removed and dried out
2) North cyclone drain scupper removed/spool piece in
3) South cyclone drain scupper removed/spool piece in
4) Main cyclone drain scupper removed/spool piece in
5) Cyclone transfer line-CIP jumper removed/transfer line in
6) Main transfer line scupper removed/spool piece in

BUSTLE LEVEL

1) Baghouse CIP jumper removed/transfer line in

CYCLONE LEVEL

1) Main cyclone fan-blind removed/ring in place
2) Main cyclone fan vent line-ring removed/blind in place
3) North cyclone transfer line to baghouses-blind removed/ring in
4) North cyclone vent line-ring removed/blind in
5) South cyclone transfer line to baghouses-blind removed/ring in

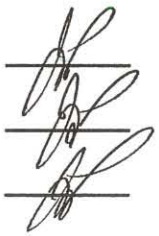
6) South cyclone vent line-ring removed/blind in

NOZZLE LEVEL

1) Exhaust fan blind removed/ring in
2) Ehaust fan drain valves are closed
3) Hoses and nozzle removed from main chamber
4) Tarp is removed from burner

ROOF

1) Stack sprayball line unhooked ai and capped
2) Upper recuparator sprayball line unhooked and capped
3) Lower recuparator sprayball unhooked and capped



Supervisors must sign off on each item prior to starting the Dryer for production

10-29-10

DRYER PREWASH CHECKLIST

GROUND LEVEL

INTIALS

1) Main CIP supply flowboard switched to Line 2 connection
2) Dryer CIP supply flowboard switched to Line 1 connection
3) 6" CIP return manuel hand valve is open
4) Dryer CIP return tank drain valve is closed
5) Caustic tank preheated to 175 degrees

SIFTER LEVEL

1) Transfer line spool piece removed/drain scupper in place
2) North cyclone drain scupper in place
3) South cyclone drain scupper in place
4) Main cyclone drain scupper in place
5) Cyclone transfer line removed and capped/CIP jumper in place
6) Tarps in place over airlocks, sifter & AHU air supply line

BUSTLE LEVEL

1) Baghouse transfer line removed and capped/CIP jumper in place
2) Large cyclone man doors removed and scraped and replaced

CYCLONE LEVEL

1) Main cyclone fan-ring removed and blind installed
2) Main cyclone fan-vent line blind removed/ring in place
3) North cyclone transfer line to baghouses-ring removed/blind in
4) North cyclone vent line-blind removed/ring in place

5) South cyclone transfer line to baghouses-ring removed/blind in

6) South cyclone vent line-blind removed/ring in place

NOZZLE LEVEL

1) Exhaust fan ring removed/blind in place

2) Ehaust fan drain valves are open

3) Hoses installed in main chamber/nozzle attached

4) Tarp has been placed on burner

ROOF

1) Stack sprayball line hooked up

2) Upper recuparator sprayball line hooked up

3) Lower recuparator sprayball attached

Supervisors must sign off on each item prior to starting the Dryer CIP

7/10/10

DRYER POSTWASH CHECKLIST

GROUND LEVEL

INTIALS

1) Main CIP supply flowboard disconnected
2) Dryer CIP Line 1 flowboard disconnected
3) 6" CIP return manuel hand valve is closed
4) Dryer CIP return tank drain valve is open
5) Caustic tank is drained and recharged

SIFTER LEVEL

1) Tarps removed and dried out
2) North cyclone drain scupper removed/spool piece in
3) South cyclone drain scupper removed/spool piece in
4) Main cyclone drain scupper removed/spool piece in
5) Cyclone transfer line-CIP jumper removed/transfer line in
6) Main transfer line scupper removed/spool piece in

BUSTLE LEVEL

1) Baghouse CIP jumper removed/transfer line in

CYCLONE LEVEL

1) Main cyclone fan-blind removed/ring in place
2) Main cyclone fan vent line-ring removed/blind in place
3) North cyclone transfer line to baghouses-blind removed/ring in
4) North cyclone vent line-ring removed/blind in
5) South cyclone transfer line to baghouses-blind removed/ring in

6) South cyclone vent line-ring removed/blind in

NOZZLE LEVEL

1) Exhaust fan blind removed/ring in
2) Ehaust fan drain valves are closed
3) Hoses and nozzle removed from main chamber
4) Tarp is removed from burner

ROOF

1) Stack sprayball line unhooked ai and capped
2) Upper recuparator sprayball line unhooked and capped
3) Lower recuparator sprayball unhooked and capped

Supervisors must sign off on each item prior to starting the Dryer for production

7/10/10

DRYER PREWASH CHECKLIST

GROUND LEVEL

INTIALS

1) Main CIP supply flowboard switched to Line 2 connection
2) Dryer CIP supply flowboard switched to Line 1 connection
3) 6" CIP return manuel hand valve is open
4) Dryer CIP return tank drain valve is closed
5) Caustic tank preheated to 175 degrees

SIFTER LEVEL

1) Transfer line spool piece removed/drain scupper in place
2) North cyclone drain scupper in place
3) South cyclone drain scupper in place
4) Main cyclone drain scupper in place
5) Cyclone transfer line removed and capped/CIP jumper in place
6) Tarps in place over airlocks, sifter & AHU air supply line

BUSTLE LEVEL

1) Baghouse transfer line removed and capped/CIP jumper in place
2) Large cyclone man doors removed and scraped and replaced

CYCLONE LEVEL

1) Main cyclone fan-ring removed and blind installed
2) Main cyclone fan-vent line blind removed/ring in place
3) North cyclone transfer line to baghouses-ring removed/blind in
4) North cyclone vent line-blind removed/ring in place

5) South cyclone transfer line to baghouses-ring removed/blind in

6) South cyclone vent line-blind removed/ring in place

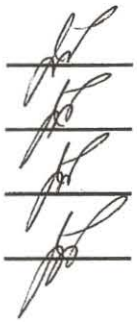
NOZZLE LEVEL

1) Exhaust fan ring removed/blind in place

2) Ehaust fan drain valves are open

3) Hoses installed in main chamber/nozzle attached

4) Tarp has been placed on burner



ROOF

1) Stack sprayball line hooked up

2) Upper recuparator sprayball line hooked up

3) Lower recuparator sprayball attached

Supervisors must sign off on each item prior to starting the Dryer CIP

5/27/10

DRYER POSTWASH CHECKLIST

GROUND LEVEL

	INTIALS
1) Main CIP supply flowboard disconnected	CW
2) Dryer CIP Line 1 flowboard disconnected	CW
3) 6" CIP return manuel hand valve is closed	CW
4) Dryer CIP return tank drain valve is open	CW
5) Caustic tank is drained and recharged	

SIFTER LEVEL

1) Tarps removed and dried out	Disconnect	CW
2) North cyclone drain scupper removed/spool piece in	ON	CW
3) South cyclone drain scupper removed/spool piece in ~~Disconnect~~	on	CW
4) Main cyclone drain scupper removed/spool piece in	ON	CW
5) Cyclone transfer line-CIP jumper removed/transfer line in		CW
6) Main transfer line scupper removed/spool piece in	ON	CW/RM

BUSTLE LEVEL

1) Baghouse CIP jumper removed/transfer line in	Disconnect S ON / N ON	CW

Blowed Disconnect - CW

CYCLONE LEVEL

1) Main cyclone fan-blind removed/ring in place	CW
2) Main cyclone fan vent line-ring removed/blind in place	CW
3) North cyclone transfer line to baghouses-blind removed/ring in	CW North BLIND HAS CRACK + 3 BROKen @ Bottom pics
4) North cyclone vent line-ring removed/blind in	CW
5) South cyclone transfer line to baghouses-blind removed/ring in	CW

6) South cyclone vent line-ring removed/blind in — CW

NOZZLE LEVEL

1) Exhaust fan blind removed/ring in — CW
2) Ehaust fan drain valves are closed — CW
3) Hoses and nozzle removed from main chamber — CW
4) Tarp is removed from burner — SAM

ROOF

1) Stack sprayball line unhooked ai and capped — CW
2) Upper recuparator sprayball line unhooked and capped — CW
3) Lower recuparator sprayball unhooked and capped — CW

Supervisors must sign off on each item prior to starting the Dryer for production

Recirc pump — Disconnect
Combustion Fan — ON
Cooling Air — ON
INLET AIR — ON
Exhaust — ON

Carl Worl

5/27/10

DRYER PREWASH CHECKLIST

GROUND LEVEL

INTIALS

1) Main CIP supply flowboard switched to Line 2 connection
2) Dryer CIP supply flowboard switched to Line 1 connection
3) 6" CIP return manuel hand valve is open
4) Dryer CIP return tank drain valve is closed
5) Caustic tank preheated to 175 degrees

SIFTER LEVEL

1) Transfer line spool piece removed/drain scupper in place
2) North cyclone drain scupper in place
3) South cyclone drain scupper in place
4) Main cyclone drain scupper in place
5) Cyclone transfer line removed and capped/CIP jumper in place
6) Tarps in place over airlocks, sifter & AHU air supply line

BUSTLE LEVEL

1) Baghouse transfer line removed and capped/CIP jumper in place
2) Large cyclone man doors removed and scraped and replaced

CYCLONE LEVEL

1) Main cyclone fan-ring removed and blind installed
2) Main cyclone fan-vent line blind removed/ring in place
3) North cyclone transfer line to baghouses-ring removed/blind in
4) North cyclone vent line-blind removed/ring in place

5) South cyclone transfer line to baghouses-ring removed/blind in

6) South cyclone vent line-blind removed/ring in place

NOZZLE LEVEL

1) Exhaust fan ring removed/blind in place

2) Ehaust fan drain valves are open

3) Hoses installed in main chamber/nozzle attached

4) Tarp has been placed on burner

ROOF

1) Stack sprayball line hooked up

2) Upper recuparator sprayball line hooked up

3) Lower recuparator sprayball attached

Supervisors must sign off on each item prior to starting the Dryer CIP

3/31/10

DRYER POSTWASH CHECKLIST

GROUND LEVEL	INTIALS
1) Main CIP supply flowboard disconnected	RM
2) Dryer CIP Line 1 flowboard disconnected	RM
3) 6" CIP return manuel hand valve is closed	RM
4) Dryer CIP return tank drain valve is open	RM
5) Caustic tank is drained and recharged	No

SIFTER LEVEL	
1) Tarps removed and dried out	RM
2) North cyclone drain scupper removed/spool piece in	R
3) South cyclone drain scupper removed/spool piece in	R
4) Main cyclone drain scupper removed/spool piece in	R
5) Cyclone transfer line-CIP jumper removed/transfer line in	R
6) Main transfer line scupper removed/spool piece in	R

BUSTLE LEVEL	
1) Baghouse CIP jumper removed/transfer line in	R
Doors & gaskets in cyclones	RM

CYCLONE LEVEL	
1) Main cyclone fan-blind removed/ring in place	R
2) Main cyclone fan vent line-ring removed/blind in place	R
3) North cyclone transfer line to baghouses-blind removed/ring in	R
4) North cyclone vent line-ring removed/blind in	R
5) South cyclone transfer line to baghouses-blind removed/ring in	R

6) South cyclone vent line-ring removed/blind in

NOZZLE LEVEL

1) Exhaust fan blind removed/ring in
2) Ehaust fan drain valves are closed
3) Hoses and nozzle removed from main chamber
4) Tarp is removed from burner

South Removed

ROOF

1) Stack sprayball line unhooked and capped
2) Upper recuparator sprayball line unhooked and capped
3) Lower recuparator sprayball unhooked and capped

Supervisors must sign off on each item prior to starting the Dryer for production

15-3

3-31-10

DRYER PREWASH CHECKLIST

GROUND LEVEL

	INTIALS
1) Main CIP supply flowboard switched to Line 2 connection	CW
2) Dryer CIP supply flowboard switched to Line 1 connection	CW
3) 6" CIP return manuel hand valve is open	CW
4) Dryer CIP return tank drain valve is closed	CW
5) Caustic tank preheated to 175 degrees	CBS *

SIFTER LEVEL

1) Transfer line spool piece removed/drain scupper in place	CW
2) North cyclone drain scupper in place	CW
3) South cyclone drain scupper in place	CW
4) Main cyclone drain scupper in place	CW
5) Cyclone transfer line removed and capped/CIP jumper in place	CW
6) Tarps in place over airlocks, sifter & AHU air supply line	CW

BUSTLE LEVEL

1) Baghouse transfer line removed and capped/CIP jumper in place	CW
2) Large cyclone man doors removed and scraped and replaced	CW

CYCLONE LEVEL

1) Main cyclone fan-ring removed and blind installed	CW
2) Main cyclone fan-vent line blind removed/ring in place	CW
3) North cyclone transfer line to baghouses-ring removed/blind in	CW
4) North cyclone vent line-blind removed/ring in place	CW

5) South cyclone transfer line to baghouses-ring removed/blind in

6) South cyclone vent line-blind removed/ring in place

NOZZLE LEVEL

1) Exhaust fan ring removed/blind in place

2) Ehaust fan drain valves are open

3) Hoses installed in main chamber/nozzle attached

4) Tarp has been placed on burner

ROOF

1) Stack sprayball line hooked up

2) Upper recuparator sprayball line hooked up

3) Lower recuparator sprayball attached

Supervisors must sign off on each item prior to starting the Dryer CIP

SUPERVISORS SIGNATURE

City is to be done at a rate of less than 5 gallons per minute. Prior to discharging this solution, the city must be notified and approval received.

Section C: List Of Chemicals Used, Processed Or Stored On-site

The following chemicals are used and/or stored at the Jerome plant facility:

1. Sodium Hydroxide Solution
2. Nitric/Phosphoric Acid Mixture Solution
3. Chlorinated Alkaline Cleaner Solution
4. Anionic Sanitizer Solution
5. Sodium Hypochlorite Solution
6. Cow Water
7. Cream
8. Raw Milk
9. Skim Condensed
10. Sodium Metabisulfite
11. Sodium Carbonate
12. Non-ionic Surfactant
13. Quaternary Ammonia Compounds
14. Chlorine Gas
15. Carbon Dioxode
16. Sulfuric Acid

The following products are processed at the Jerome Facility:

1. Raw Milk
2. Condensed Skim
3. Heat Treated Cream
4. Cow Water

Section D: Inspection of Storage Areas-

- All chemical and product storage areas are inspected on our bi-monthly internal plant inspection. These inspections are kept on file at this facility. Chemical and product inventories are monitored on a daily basis and it is felt deviations would be found. This facility is staffed 24 hours per day and it is felt loss of either product or chemical would be caught by one of our operators.

Section E: Handling and Transfer of Chemical-

When transferring chemical and or handling chemicals, the following is to be followed:

- Verify that proper protective equipment is being worn (apron, gloves, face shield)
- Know exactly what it is you are doing and where it is you are transferring the chemicals.
- Verify that all pertinent equipment and lines are in good operating condition.
- Should a leak occur, refer to the type of leak as described in the preceding and take corrective action.

Section F: Training

All employees are trained in the safe handling procedures for chemicals. Records of this training are kept on file. Each employee has also been given a copy of this plan. The plan has been reviewed with each of them.

Questions and/or suggestions concerning any of the above should be directed to Mike Mask, Darigold Jerome, Plant Manager.

Following is a list of incidental materials stored at the Jerome facility:

Material	Quantity stored on-site	Containment Material
AC-105 (Sodium Hydroxide)	6000 gallons	poly tank
ACC-55-5 Red (Phosphoric/Nitric Blend Acid)	6000 gallons	poly tank
Mandate plus (Phosphoric Acid)	150 gallons	55 gal poly drum
Enforce Foam cleaner (Potassium Hydroxide, Tri Poly Phosphate, Potassium Hypochlorite)	150 gallons	55 gal poly drum
HC-10 (Sodium Carbonate)	450 pounds	cardboard container
Foam-Nox (Non-ionic Surfactant)	100 gallons	55 gal poly drum
Ster-Bac (Quaternary Ammonium Compound)	50 gallons	55 gal poly drum
XY-12 (Chlorine)	100 gallons	55 gal poly drum
Ultrasil 02 (Anionic Surfactant)	30 gallons	15 gal poly drum
Ultrasil 01 (Non Anionic Surfactant)	30 gallons	15 gal poly drum
Ultrasil 110 (Sodium Hydroxide)	220 gallons	55 gal poly drum
Ultrasil MP (Phosphates)	110 gallons	55 gal poly drum
Ultrasil 76 (Phosphoric-Nitric Acid)	165 gallons	55 gal poly drum
Ultrasil 63 (Sodium Bisulfite)	110 gallons	55 gal poly drum
Solodigm (Enzyme)	220 gallons	55 gal poly drum

Exelerate CIP (Sodium Hydroxide)	220 gallons	55 gal poly drum
Lubricants (various weights)	300 gallons	55 gal poly drum
Solvents	15 gallons	
Hand Soaps	10 gallons	
Janitorial Cleaners	10 gallons	
Oxonia Active (Acid Sanitizer)	50 gallons	55 gal poly drum
Total Additive	100 gallons	55 gal poly drum
Chlorine Gas	300 pounds	compressed steel tank
Carbon Dioxide	8 ton	compressed steel tank
Exelerate HS (Hydrogen Peroxide Solution)	110 gallons	55 gal poly drum
Exelerate 320	110 gallons	55 gal poly drum

ECOLAB®

Food & Beverage Division

370 Wabasha Street N.
St. Paul, Minnesota 55102-1390
800-392-3392

Letter of Guaranty: Antimicrobial Products for Food-Contact Surfaces

The *Sanitation Performance Standards Compliance Guide* requires an establishment to develop and employ sanitation or processing procedures that meet USDA regulatory sanitation performance objectives.

Sanitizers such as those listed below should only be applied to cleaned surfaces. Sanitized food contact equipment and utensils must be adequately drained to prevent food adulteration.

The product(s) listed below are registered as antimicrobial product(s) for food-contact surfaces under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) by the Office of Pesticide Programs, United States Environmental Protection Agency (EPA). It is a violation of Federal law to use a registered product in a manner inconsistent with its labeling. The EPA registration number appearing on the label provides access to documentation regarding these products.

The following products will not adulterate food and are effective for food-contact surface sanitizing and/or disinfecting when used according to directions and at the concentration indicated on the product label. Food-contact surface sanitizers are not required to be followed by a potable water rinse.

Mandate Plus	Oxonia Active	XY-12
Matrixx	Ster-Bac	

ECOLAB INC.

Julia M. Dady

Julia M. Dady
Regulatory Affairs
Manager/Toxicologist

Updated February 4, 2010

The Letter of Guaranty status is reviewed each time a formula change is considered. This letter remains in effect as long as the formula does not significantly change.

ECOLAB®

Food & Beverage Division

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St. Paul, Minnesota 55102-1390
800-392-3392

Letter of Guaranty: Cleaning Compounds

In accordance with Section 416.4, Sanitary Operations, of the *Sanitation Performance Standards Compliance Guide*, the products listed below are safe and effective as cleaning compounds under the intended conditions of use as outlined on the product label, catalog sheet, or specified in a Sanitation Standard Operating Procedure (SSOP). The products will not adulterate food product provided that before using these compounds, food products and packaging materials are removed from the room or carefully protected and after using these compounds, surfaces are thoroughly rinsed with potable water.

AC-55-5 Red	Foam Nox	Ultrasil 01
AC-105	Foam-Shine	Ultrasil 02
Accomplish	HC-10 Chl Kleer Mor	Ultrasil 63
Chelate Additive	Lift II	Ultrasil 67
Destain A	Liquid K	Ultrasil 69
Destain B	SHC Extreme	Ultrasil 75
Destain C	Soil-Off	Ultrasil 76
Enforce LP	Solodigm	Ultrasil 116
Exxelerate 320	Stone Remover	Ultrasil MP
Exxelerate CIP		

ECOLAB INC.

Julia M. Dady

Julia M. Dady
Regulatory Affairs
Manager/Toxicologist

Updated February 4, 2010

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ECOLAB®

Food & Beverage Division

370 Wabasha Street N.
St. Paul, Minnesota 55102-1390
800-392-3392

Letter of Guaranty: Hand Sanitizers

The *Sanitation Performance Standards Compliance Guide* requires an establishment to develop and employ sanitation or processing procedures that meet USDA regulatory sanitation performance objectives.

The Ecolab hand sanitizers and chemical hand sanitizing solutions and hand dips listed below comply with Good Manufacturing Practices (GMP) in addition to the requirements set forth in §416.5, ¶ 2-301.16 of the *Sanitation Performance Standards Compliance Guide*.

The Ecolab hand sanitizers and hand sanitizing dips listed below are either an approved drug that is listed in the FDA publication Approved Drug Products with Therapeutic Equivalence Evaluations or has an antimicrobial agent listed in the FDA monograph for OTC Health-Care Antiseptic Drug Products as an antiseptic handwash.

The following products are safe and effective as hand sanitizers and dips under the intended conditions of use as outlined on the product label and will not adulterate food product:

EcoCare 250	EcoCare 270	EcoCare 360
EcoCare 260	EcoCare 350	EcoCare 370

ECOLAB INC.

Julia M. Dady

Julia M. Dady
Regulatory Affairs
Manager/Toxicologist

Updated February 4, 2010

The Letter of Guaranty status is reviewed each time a formula change is considered. This letter remains in effect as long as the formula does not significantly change.

ECOLAB®

Food & Beverage Division

370 Wabasha Street N.
St. Paul, Minnesota 55102-1390
800-392-3392

Letter of Guaranty: Hand Washing Products

The product(s) listed below comply with USDA *Sanitation Performance Standards Compliance Guide,* Appendix 2: Chemical Use: Hand Care Treatments. The product(s) listed below may be used as hand cleaning compounds when used under the intended use conditions described on the product label, catalog sheet, or a Standard Operating Procedures (SOP).

The product(s) will not adulterate food and will not lead to inspection interference, provided that hands are rinsed thoroughly with potable water after using this product.

DigiClean E Foam Hand Soap	

ECOLAB INC.

Julia M. Dady

Julia M. Dady
Regulatory Affairs
Manager/Toxicologist

Updated February 4, 2010

The Letter of Guaranty status is reviewed each time a formula change is considered. This letter remains in effect as long as the formula does not significantly change.

CITY OF JEROME'S

INDUSTRIAL USER AGREEMENT (IUA)

&

INDUSTRIAL WASTE DISCHARGE PERMIT (IWDP)

Issued To:

DARIGOLD

1130 Rainier Avenue South
Seattle, WA 98124-1377

Facility Address:
1703 South Buchanan
Jerome, ID 83338
Jerome ID
83338

CURRENT IUA
January 1, 2008
Expires December 31, 2028

CURRENT IWDP
January 1, 2008
Expires December 31, 2013

City of Jerome, IDAHO

INDUSTRIAL WASTEWATER DISCHARGE PERMIT (IWDP)

ISSUED TO:

DARIGOLD
1703 South Buchanan
JEROME IDAHO
83338

Issued: JANUARY 1, 2008
Expires DECEMBER 31, 2013

City of Jerome, Idaho
Industrial Wastewater Discharge Permit

Company Name: Darigold, Inc.

Mailing Address: ~~635 Elliott Avenue West~~ 1130 Rainier Ave South
~~P.O. Box 79007~~ P.O Box 34377
Seattle, WA ~~98119~~ 98124-1377

Facility Address: 1703 South Buchanan

Jerome, ID 83338

The above Industry is authorized to discharge industrial wastewater from activities classified by SIC Code No. 2023 from premises located at the above address to the City of Jerome, Idaho sewer system in compliance with Jerome Municipal Code (JMC) Title 13, any applicable provisions of local. Federal or State of Idaho law or regulation, and in accordance with all other conditions set forth herein.

This permit is granted in accordance with the application filed in the office of the City Administrator by the Permittee, and in conformity with plans, specifications and data submitted to the City by the Permittee, as well as other supplemental submissions.

Effective Date: January 1, 2008
Expiration Date: December 31, 2013

Signed by: _____
Honorable Mayor
CITY OF JEROME, ID

Signed by: _____
City Administrator
CITY OF JEROME, ID

Signed by: _____
Wastewater Director
CITY OF JEROME, ID

Discharge Fee Schedule, Monitoring Requirements and Wastewater Discharge Limitations

When this new permit is issued, Darigold will be charged a connection fee of $142,000 for the extra 100,000 gallons of flow.

Discharge Fee:

Industry shall be charged a monthly fee for wastewater treatment services which shall include charges for both flow and wastewater strength. The fee shall be determined by the total of the following component charges The following discharge fee schedule is as follows:

1. Flow: A fee of **$.729** per thousand gallons.
2. Biochemical Oxygen Demand (BOD): **$0.19** per pound

3. Total Suspended Solids (TSS): **$0.19** per pound
4. Total Phosphorus (TP): **$.35** per pound

Industry Specific Limits

1. The Location of Discharge is at 1703 South Buchanan, Jerome. The Sample Location shall be at the point of discharge to the City.
2. During the period beginning on the effective date of this permit, and lasting until the date of expiration of this permit, effluent discharge shall be limited and monitored by the Permittee as specified below.
3. The quantity of effluent discharged from the facility shall not exceed **0.550** MGD(million gallons per day). The rate of effluent discharged from the facility shall not exceed **450 gpm** (gallons per minute)to be calculated using gallons per minute multiplied times 60 minutes per hour during any single hour.
4. The quantity of BOD; discharged shall not exceed **3200** pounds per day.
5. The quantity of TSS discharged shall not exceed **1500** pounds per day.
6. The quantity of Total Phosphorus shall not exceed **200** lbs daily
7. Concentrations of Polar Fats, Oil & Grease shall not exceed **200** mg/L.
8. There shall be no discharge of floating solids or visible foam other than trace amounts.
9. Biochemical Oxygen Demand shall be determined on the basis of a percentage of COD. This percentage is a standard rate for all Milk Waste that is verified by data and has yielded 50-60% BOD. A COD test will be run weekly to collect data that will be used to make adjustment if any in the COD/BOD relationship.
10. The pH shall not be less than **6.0** SU or greater than **9.0** SU. The exception is the Grace Period, as defined in paragraph 21 of the IUA. The grace period for pH surcharge calculations is defined as: *The Grace Period is the first consecutive 15 minute period during which the pH of the effluent discharge by Industry to the wastewater treatment system does not fall within the range between 6.0 and 9.0, inclusive. If the effluent discharge for the next and subsequent consecutive 15 minute period(s) after the grace period, does not fall within the range between 6.0 and 9.0, inclusive, Industry shall pay a surcharge determined by the formula in paragraph 21 of the IUA.*
    If the effluent discharge for the next consecutive 15 minute period, after the grace period, falls within the range between 6.0 and 9.0, inclusive, Industry shall not pay a surcharge.

Monitoring for Items 3-9 of this section performed by City of Jerome.

PERMIT LIMITS & MONITORING SCHEDULE- Table 1A

POLLUTANT	DAILY MAX	SAMPLE FREQUENCY	SAMPLE TYPE
FLOW	.550 MGD	Daily	Daily meter reading
BOD5	3200 lbs	Daily	24 hour Composite
TSS	1500 lbs	Daily	24 hour Composite
Phosphorus Polar-FOG	200 lbs / day 200 mg/l	Daily weekly	24 hour Composite 1 per week
Ph	6.0 < pH < 9.0	24 hour period	Continuous

pH	Equal to or Ph Greater than 6.0, Equal to or Less than 9.0	15 minute average *This daily flow is allowed with the flow equalization tank online-not to exceed 450 gpm.*	monitoring

Monitoring in Table 1a to be performed by the City of Jerome

PERMIT LIMITS & MONITORING SCHEDULE- Table 1B

POLLUTANT	DAILY MAXIMUM	SAMPLE FREQUENCY	SAMPLE TYPE
Flow	450 gpm	Continuous	Continuous Monitoring Chart Recorder or Data Logger
pH	6.0 ≤ pH ≤ 9.0 Equal to or Greater than 6.0, Equal to or Less than 9.0	Continuous	Continuous Monitoring Chart Recorder or Data Logger

Monitoring in Table 1b to be performed by the Darigold

* Continuous Flow and pH Monitoring by Chart Recorder/Data Logger shall be provided by Darigold, as requested. A quarterly flow meter calibration shall be required and provided by Darigold.

FLOW to be measured and monitored from a flume with a continuous recording flow meter with a chart recorder and totalizer.

24 Hour Composite: Shall mean a flow proportional mixture of not less than 12 discrete aliquots. Each aliquot shall be a grab sample of not less than 100 mL and shall be collected and preserved in accordance with 40 CFR part 136 and amendments.

Grab: Sample is an individual sample collected in less than 15 minutes, without regard to flow or time.

B. Local Limits

The Permittee is required to sample and test for the pollutants listed in Table 2, four times a year. If, however, during a compliance and sampling inspection, any of these pollutants are found by the City in excess of these limitations, the Permittee will be in non-compliance.

TABLE 2 - LOCAL LIMITS

POLLUTANT	Daily Max
Arsenic	0.186 mg/l
Cadmium	0.260 mg/l
Chromium	3.103 mg/l
Copper	3.37 mg/
Cyanide	0.65 mg/l
Lead	0.43 mg/l
Mercury	0.002 mg/l
Nickel	2.17 mg/l
Silver	0.24 mg/l
Zinc	1.48 mg/l

With the renewal of this Industrial Waste Discharge Permit (IWDP) the City of Jerome will implement the following:
A violation will constitute anything above 5% of any total permitted amount (BOD,TSS, FLOW, etc.) and will be treated as a violation to your IUA, Discharge Permit, or the Sewer Use Ordinance (SUO) unless an emergency situation occurs, Industry notifies the City and approval from the City is granted.
Fines will be assessed monthly as follows:

- **Below 4% = Process Control**
- Violation above 5 %-10% - $100
- Violation above 11 % -15%- $250
- Violation above 16 % - 20%-$500
- Violation above 21%-25%- $750
- Violation above 26%-50%- $1000
- Violation above 51%-100%- $1250
- Anything above 100% will be assessed $2500. Per occurrence, this is on top of any non notification fine of $2500, and cleanup costs.

Any violation charges will be assessed on the months billing and are to be paid with the billing.

Failure to Notify. Failure to notify the City's wastewater treatment system operator of a known discharge within a hour**(308-6198,308-6197 or 324-7122)** of when Industry knew, or reasonably should have known, of such a discharge that is in excess of established chemical, organic or solids loading parameters, shall be considered a failure to notify the City. The Industry shall, at the discretion of the City Council, pay a surcharge of $2500 for every failure to notify in addition to all other fees due under the Industrial User Agreement.

Please note: The new daily flow of .550 MGD and maximum of 450 gpm goes into effect when approved by the Jerome City Council to be retroactive Jan 1 2008. No other increases can or will be allowed until the Collection System including the Lift Stations and the new Plant can handle the loadings as decided by the Jerome City Council.

City of Jerome, IDAHO

INDUSTRIAL USERS AGREEMENT (IUA)

ISSUED TO:

DARIGOLD
1703 South Buchanan
JEROME IDAHO
83338

Issued: JANUARY 1, 2008
Expires DECEMBER 31, 2028

TABLE OF CONTENTS

PAID
JUL 02 2008
Per

INDUSTRIAL USER AGREEMENT

THIS AGREEMENT, is made and entered into this 1st day of Jan 2008, by and between Darigold, Inc., Washington corporation, qualified to do business in Idaho, hereinafter referred to as **"Industry"**, and the **CITY OF JEROME**, State of Idaho, a municipal corporation of the State of Idaho, hereinafter referred to as "City".

Part 1 RECITALS

A. Industry **owns** real property located within the corporate limits of the City of Jerome from which it **conducts** an operation for the partial evaporation and drying of milk, and potentially, other manufacturing processes related to milk which will create effluent for discharge to the wastewater treatment system owned by City.

B. Industry will be an "industrial user" within the meaning of Jerome Municipal Code §13.36.010(10).

C. City owns wastewater treatment delivery and processing systems including an NPDES permit allowing it to discharge treated effluent to waters of the United States of America.

D. The parties recognize that the potential volume of effluent from Industry is substantial. The treatment of the effluent being discharged by Industry **does** constitute a valuable benefit to the Industry and at the same time, will have a substantial impact upon the present capacity of the City's wastewater treatment systems.

E. The parties now wish to renew an agreement embodying terms and conditions whereby Industry may connect to the City's wastewater treatment system, including provisions for the monitoring of effluent from the industry's plant, the payment of fees and other related matters. Specific Limits are outlined in the Industrial Wastewater Discharge Permit (IWDP).

IT IS THEREFORE AGREED in consideration of these recitals and the mutual promises and covenants hereafter contained as follows:

1. **Term.** The term of this agreement shall be for a period commencing with the January 1, 2008, and ending with December 31, **2028.** The initial term of this agreement may be extended by written agreement executed by both parties. Provided, however, that the discharge fees hereinafter described in Paragraph 4 may be adjusted at any time during the term of this agreement for any of the following reasons:

1.1. The Environmental Protection Agency of the United States of America or the Division of Environmental Quality of the Department of Health and Welfare for the State of Idaho or any other relevant agency having imposed new or additional requirements requiring an increase in cost to the City for treatment, or,

1.2. After two (2) years from the date of this agreement, for rate increases imposed upon all users of the wastewater treatment system, in proportion to those rate increases.

2. **Compliance with Existing Law.** Industry shall comply with all relevant provisions of Chapters 13.04, 13.08, 13.12, 13.16, 13.18, 13.20 and 13.36 of the Jerome Municipal Code as they now exist, or as they may hereafter be amended.

Those provisions of Jerome Municipal Code are hereby incorporated into and made a part of this agreement. Any conflict between the terms of this agreement and a provision of the Jerome Municipal Code incorporated into this agreement shall be controlled by the terms of this agreement. Further, **Industry will fully comply with the terms of its wastewater discharge permit**, a copy of which is attached hereto as Exhibit "A". Default by the Industry under the wastewater discharge permit shall be considered an event of default under this agreement. Any conflict between the agreement and the wastewater permit shall be governed by this agreement, provided that Industry shall abide by any additional requirements in the permit imposed by an agency or department of the State of Idaho or the United States of America.

3. **Connection Fee.** Industry will pay a connection fee to the City of Jerome concurrently with the execution of this agreement in the amount of $142,000.00. This fee and compliance with the other provisions of its permit shall entitle the industry to discharge to the wastewater treatment plant of the City, on a daily basis. Please See Industrial Wastewater Discharge Permit (IWDP)

3.1 It is understood by the parties that this connection fee has been mutually agreed to after an analysis of the City's investment in the wastewater treatment plant, the present value of such investment, and the portion of such present value which may be reasonably attributed to the capacity of the wastewater treatment plant predicted to be utilized by the Industry. It is further agreed that subject to the written approval of the City, which will not be unreasonably withheld, the Industry may assign their interest in this agreement to a third party. The terms of such assignment may allow the Industry to receive from the third party assignee the reimbursement of all or a portion of the connection fee paid under this paragraph. Further, upon six (6) months prior written notice to the City, the City agrees to reimburse Industry the amount of the connection fee paid under this paragraph not received from third parties on the condition that Industry ceases all discharges of effluent to the City's wastewater treatment plant. The duty to reimburse described in this paragraph shall be conditional upon Industry having fully paid all fees and other amounts owed to the City under this agreement.

3.2 The basis and method upon which the connection fee assessed under this paragraph was determined is attached hereto as Exhibit "B."

3.3 The parties agree that should the City subsequently connect another industrial user as that term is defined at Section 13.36.010 (10) of the Jerome Municipal Code to its system and that industrial user is charged a connection fee based upon criteria where, if such criteria had been applied to the Industry under this agreement, a lower connection fee could have been charged to the Industry under this agreement, then to the extent that the connection fee determined under those new criteria would have been less, the City will rebate the amount of the reduction to the Industry.

3.4 The connection fee agreed to under this Paragraph 3 is in lieu of the fee imposed by Jerome Municipal Code 13.20.040.

4. **Discharge Fee.** Industry shall be charged a monthly fee for wastewater treatment service which shall include charges for flow, wastewater strength and phosphorus loadings. The fee shall be determined as outline in the Industrial Wastewater Discharge Permit(IWDP) For the purposes of this agreement, the terms 'biochemical oxygen demand" and "total suspended solids" shall be defined in accordance with the definitions of these terms in the Jerome Municipal Code at Sections 13.18.030(e) and 13.18.030(pp).

PART 2 REPORTING REQUIREMENTS

5. **Failure to Notify.** Failure to notify the City's wastewater treatment system operator of a known discharge within eight(8)hours of when Industry knew, or reasonably should have known, of such a discharge that is in excess of established chemical, organic or solids loading parameters, shall be considered a failure to notify the City. The Industry shall, at the discretion of the City Council, pay a surcharge for every failure to notify in addition to all other fees due under this agreement.

6. **Accidental or Slug Discharge** The Industry shall notify the City immediately, either in person or by phone at **324-7122 or after hours at 308-6198,308-6197)**, upon accidental or slug discharge to the sanitary sewer. A formal written notification to the City within **five days** of the occurrence should follow.

7. **Changes in Wastewater Characteristics / Changes in Hazardous Wastes / Notification of New Hazardous Wastes** The Industry shall notify the City, in person or by phone 90 days prior to the introduction of new wastewater pollutants, changes in manufacturing operations or any substantial change in the volume or characteristics of the wastewater being introduced into the POTW from the Industries industrial processes, including the listed or characteristic hazardous wastes for which the Industry has submitted the initial notification under 40 CFR 403.12 (P). Formal written notification shall be made at least ten days prior to such introduction and the Industry shall obtain approval from the City to do so. Whenever the EPA publishes new RCRA rules identifying additional hazardous wastes or new characteristics of hazardous wastes, the Industry must notify the City, EPA RCRA Director, and State Hazardous Wastes Director if any of these wastes are discharged to the City's treatment system. The notification must occur within 90 days of the effective date of the published regulation.

7.1 Whenever the City becomes aware of new RCRA rules, it will inform the Industry or these changes, and the Industry will be required to inform the City of any discharged wastes meeting the new RCRA rules within 30 days.

8. **Notification of Violation.** If self monitoring analytical results indicate a violation of discharge limits contained in this permit, the Industry must notify the City within eight (8) hours of becoming aware of the violation. The Industry must submit a written response and email it to the City within 5 days after becoming aware of the violation.

9. **Flow Measurements.** The appropriate flow measurement devices and methods consistent with approved scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated and maintained to ensure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected, shall be capable of measuring flows with a maximum deviation of less than ten percent from true discharge rates throughout the range of expected discharge volumes. Calibration or verification of flow measurement devices must be performed at least. The control Authority reserves the right to have additional certified calibrations or verifications done if in the opinion of the Control Authority, conditions so warrant.

10. **Monitoring Flow.** Industry agrees to provide suitable facilities to

the City, including equipment, at the expense of Industry, for sampling its discharge into the wastewater treatment system of the City.

10.1 Monitoring equipment shall be operational prior to any discharge to the City. The City will monitor the flow every day for volume during the term of this agreement. If a flow sample or reading is not able to be collected that day, a seven day average flow number will be used for billing purposes. The City will maintain the monitoring equipment at its expense. Should the City determine that it is no longer economically feasible to maintain any individual item of the monitoring equipment, Industry shall, upon request from the City, replace at Industry's cost, that particular item of equipment.

10.2 Monitoring for content will occur every day and will include, but not be limited to, the flow into the City system, the biochemical oxygen demand of the effluent, total suspended solids within the effluent, and other chemical composition thereof. Biochemical oxygen demand shall be determined by the City on the basis of its samples. Industry shall, from time to time, take split samples to have tested at a state certified lab at Industry's expense to verify the sampling taken by City. If discrepancies greater than 10% be noted, The Industry shall reserve the right to engage a third independent, certified laboratory to serve as an arbitrator.

10.3 The City will keep an accurate record of its sampling and testing activities which records shall be available to Industry upon reasonable notice. The City shall be responsible for the daily and scheduled maintenance and repair of the metering station, with the exception of flow and pH meter calibrations. Industry shall provide copies of annual or more frequently scheduled flow meter calibrations to the City. The City, at its own expense, may have the flow meter calibration checked and confirmed at any time.

11. **Notification of Shutdown Periods.** Notification of any shutdown period of more than 2 days shall take place at least 72 hours prior to the shutdown period. Notification of any shutdown period of more than 5 days shall be in writing and shall take place at least 2 weeks prior to the first day of shutdown. Notification shall be given to the POTW and shall include the following:

1. The date shutdown will start,
2. The last shift to work on the date of shutdown,
3. The date process operations will resume,
4. The first shift to work on the date of startup.

12. **Reporting of Upset or Bypass.** In case of treatment upset the Industry shall notify the City verbally eight (8) hours **at 324-7122 (after hours 308-6198 or 308-6197)**, and in writing within 5 days. See Part 3 section 14 paragraphs 1, 2 and 3 of this agreement. Notification of Bypass shall be given as delineated in Part 6 of the permit.

PART 3 UPSET CONDITIONS

13. **Definition of Upset.** For the purposes of this section, "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with applicable pretreatment standards because of factors beyond the reasonable control of the Industry. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, lack of preventive maintenance or careless or improper operation.

14. **Effect of an Upset.** An upset shall constitute an affirmative defense to an action brought for noncompliance with applicable pretreatment standards if the requirements (listed below) Part 3 section 14 paragraphs 1, 2 and 3 are met. The Industry who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

1. An upset occurred and the Industry can identify the specific cause(s) of the upset.
2. The facility was, at the time, being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures.
3. The Industry has submitted the following information to the City within 8 hours of becoming aware of the upset (if this information is provided orally, a written submission must be emailed within five days).
   a. A description of the indirect discharge and cause of a noncompliance.
   b. The period of noncompliance, including exact dates and times, or if not corrected, the anticipated time the noncompliance is expected to discontinue.
   c. Steps being taken and/or planned to reduce eliminate and prevent reoccurrence of the noncompliance.

15. **Burden of Proof.** In any enforcement preceding the Industry seeking to establish the occurrence of an upset shall have the burden of proof.

16. **Industry Responsibility in Case of Upset.** The Industry shall control production and all discharges to the extent necessary to maintain compliance with applicable pretreatment standards upon reduction, loss or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

17. **Need to Halt or Reduce Not a Defense.** It shall not be a defense for a Industry in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

PART 4 SPECIAL CONDITIONS

18. **Accidental Spill Prevention Plan.** The Industry has developed an ASPP (Accidental Spill Prevention Plan in accordance with Section 13:18.200 of the Jerome Municipal Code.) for hazardous substances. The plan has been submitted to the City and approved. Once approved the Industry has implemented the plan immediately. Industries with previously approved plans must submit an updated ASPP within 60 days of making modification to the plan or upon written request of the City. The ASPP, developed by the Industry, shall address the following categories of management practices.

1. Prevention: The plan must include prevention practices, monitoring systems, non-destructive testing, labeling, covering or enclosing material,

		equipment or process operations, and other techniques used to prevent material spills.
2.	Containment:	Containment practices used to contain or capture releases of material within the industrial premises.
3.	Mitigation:	Mitigation practices for the cleanup and treatment spill materials.
4.	Ultimate Disposition:	Practices for the proper disposal of spilled materials.
5.	Education and Training:	Education and training of staff on proper procedures.

EPA Region 10's Guidance Manual for the Development of an Accidental Spill Prevention Program, can be used as a guide in developing a Spill Prevention Plan.

PART 5 STANDARD CONDITIONS

19. Compliance. The Industry is responsible to take whatever steps are necessary to ensure compliance with all conditions of this permit and all of the following General Requirements stated in Section 13.18.100 of the JMC. The Industry shall also comply with any additional General Discharge Prohibitions adopted into JMC Title 13 during the term of this permit.

20. PH Excursions. For a ph less than 6.0, (6 - ph) ^2 x gallons discharged x $0.004, where the term ^2 means an exponent related to the quantity of flow.

For a ph greater than 9.0, (ph - 9) ^2 x gallons of discharge x $0.004, where the term) ^2 means an exponent related to the quantity of flow.

21 With respect to each excursion from the 6.0 to 9.0 range there shall be no surcharge if the-pH level returns to the permitted range within fifteen (15) minutes. As long as Industry has the ability electronically to calculate the 15 minute grace period this will be in effect. If not then there is no grace period.

21.1 "Grace Period" for pH surcharge calculations: The Grace Period is defined as the first consecutive 15 minute period during which the pH (where pH is defined in accordance with Section 13.18.030(x) of the Jerome Municipal Code) of the effluent discharge by Industry to the wastewater treatment system does not fall within the range between 6.0 and 9.0, inclusive. If the effluent discharge for the next and subsequent consecutive 15 minute period(s) after the grace period does not fall within the range between 6.0 and 9.0, inclusive, Industry shall pay a surcharge determined by the formula in condition 20. If the effluent discharge for the next consecutive 15 minute period, after the grace period, does fall within the range between 6.0 and 9.0, inclusive, Industry shall not pay a surcharge.

21.2 For every 15 minute average after the grace period, during which the pH of the effluent discharged by Industry to the wastewater treatment system does not fall within the range between 6.0 and 9.0, inclusive, Industry shall pay to the

City, in addition to all other fees due under this agreement, a surcharge determined by the formula outlined in paragraph 21:

22. **Monitoring Stations.** Industry shall, at its sole expense, provide and maintain a monitoring station for the benefit of the City, holding the metering equipment and related equipment identified in paragraph 10.1 of this agreement. The duty of maintenance under this Paragraph shall apply only to the station itself and shall not apply to the equipment contained therein, the maintenance of which shall be the responsibility of the City, as described in Paragraph 10.1.

23. **Monitoring.** Industry shall self monitor and report pH conditions to the City's wastewater treatment operator electronically either fax or email on a weekly basis. Industry shall report electronically to the City's wastewater treatment operator all pH excursions, duration and strength and all Notice of Violation (NOV) responses within 5 five days of the incident in writing.

23.1 Industry shall maintain an electronic record which shall show pH range 24 hours per day, 7 days per week in 15 minute intervals (Copies of all charts shall be provided to the City on a weekly basis. Information on the charts shall be available to the City on a daily basis upon request. The Industry will interpret the monitoring graphs and initially compute any surcharges for pH excursions. Those computations and chart copies will be sent to the City by the 10th working day of each month, with respect to the prior month. The City will review the data provided by Industry and based upon that review, send an invoice for surcharges to the Industry which shall be paid in accordance with other provisions of this agreement.

24. **Limitations on Receipt at Flow.** The Industry shall not discharge effluent to the City's Wastewater Treatment Plant at a rate in excess of the maximum gallons per minute allowed multiplied times 60 minutes per hour during any single hour. In addition to other fees which may be required to be paid by Industry to the City under this agreement in the event such hourly rate is exceeded, the Industry shall pay to the City the cost of increased electrical demands as a result of the flow which exceeds the hourly limit of this Paragraph. The provisions of this Paragraph shall supersede and replace existing provisions of Jerome Municipal Code which may define the terms "accidental discharge", "slug", "slugging", or "shock loading". In the event that Industry exceeds the limitations of this Paragraph, or those outlined in the IWDP, the penalties and other charges for which it shall be liable shall be determined by this agreement and not by provisions of the Jerome Municipal Code.

25. **General Prohibitions.** No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

26. **Specific Prohibitions.** No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Any liquids, solids, or gases which by reason of their nature or quantity are or may be sufficient, either alone or by interaction with other substances, to cause a fire or explosive hazard in the POTW, including, but not limited to, any gasoline, benzene, naphtha, or fuel oil; and, in no case waste streams with a closed-cup flash point of less than one hundred forty degrees Fahrenheit (140°F) (60°C)

using the test methods specified in 40 CRF §261.21, as amended; and, in no case pollutants which produce readings on an explosion meter, at the point of discharge into the POTW or at any point in the POTW, greater than five percent (5%) of the lower explosive limit of the meter for any two (2) successive readings nor greater than ten percent (10%) of the lower explosive limit for the meter for any single reading.

2. Wastewater having a pH less than 6.0 or more than 9.0, or having any other corrosive property capable of causing damage or hazards to the POTW structures, equipment, processes, or personnel.

3. Grease, animal guts or tissues, paunch manure, bones, hair, hides, flesh, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes; and in no case any other solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference; and, in no case solid substances of such character or quantity that special and unusual attention is required for their handling;

4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

5. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four degrees Fahrenheit (104°F) (40°C) unless the Approval Authority, upon the request of the POTW, approves alternate temperature limits;

6. Petroleum oil, non biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

8. Trucked or hauled pollutants, except at discharge points designated by the City;

9. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or to prevent entry into the sewers for maintenance or repair;

10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation

point for photosynthetic activity by more than ten percent (10%) from the seasonably established norm for aquatic life;

11. Wastewater containing any radioactive wastes or isotopes except as specifically approved by the City Administrator in compliance with applicable State or Federal regulations;

12. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the City Administrator;

13. Any sludges, screenings, or other residues from the pretreatment of industrial wastes or from industrial processes, unless specifically authorized by the City Administrator;

14. Medical wastes;

15. Wastewater causing) alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

16. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW:

17. Any substance which will cause the POTW to violate it's NPDES and other disposal system permits

18. Any wastewater which in the opinion of the City Administrator or the Wastewater Plant Manager can have an adverse effect on the receiving stream; or can otherwise endanger life, limb, public property, or constitute a nuisance, unless allowed under special agreement by the City Administrator (except that no special waiver shall be given from categorical pretreatment standards);

19. The contents of any tank or other vessel owned or used by any person in the business of collection or pumping sewage, effluent, septic tank waste, or other wastewater unless said person has first obtained testing and approval as may be generally required by the City and paid all fees assessed for the privilege of said discharge;

20. Any hazardous wastes as defined in rules published by the State or in EPA rules 40 CFR part 261;

21. Persistent pesticides and/or pesticides regulated by Federal Insecticide Fungicide Rodenticide Act (FIFRA). Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW. (Ord. 806 §2, 1996)

27. **Right of Entry.** The Industrial Pretreatment coordinator and/or authorized representative(s) shall have access to production, materials storage, and wastewater pretreatment areas as well as operating, monitoring, and pretreatment records of The Industry. Access shall be granted immediately upon request at any time deemed necessary provided proper identification is provided by the entrant.

28. **Records Retention.** The Industry shall retain and preserve, for no less than three years, any records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling and chemical analyses made by or in behalf of the Industry, in connection with its' discharge.

28.1 All records which pertain to matters which are the subject of administrative adjustment or another enforcement or litigation activities brought by the City, shall be retained and preserved by the Industry, until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

28.2 All records required by the permit shall be available for review at reasonable times by authorized representatives of the City.

29. **Representative Sampling.** Samples and measurements taken to meet the requirements of this condition shall be representative of the volume and nature of the monitored discharge and shall be collected and preserved in accordance with 40 CFR Part 136 and amendments. Alternative procedures must have City approval prior to use.

30. **Recording Results.** For each measurement or sample taken pursuant to the requirements of this permit, the Industry shall record the following information:

1. The exact place, date and time of sampling
2. The dates the analyses were performed,
3. The person(s) who performed the analysis
4. The analytical techniques or methods used, and
5. The results of all required analyses.

31. **Analytical Methods.** All analyses to determine compliance with permit limits shall be performed in accordance with 40CFR Part136 "Guidelines Establishing Test Procedures for the Analysis of Pollutants under the Clean Water Act", and amendments, or with any other test procedures approved by EPA. Analytical techniques for additional pollutants not contained in Part 136 must be performed by using validated analytical methods approved by EPA [40 CFR 403.12(b) (5) (vi)]. The analysis of samples collected pursuant to the requirements of this permit shall be performed by the Industry or a commercial laboratory selected by the Industry. Commercial laboratories must have approval of the Control Authority prior to selection.

32. **Confidential Information.** Except for data determined to be confidential under Section 7 of City Ordinance #806, all reports required by this permit shall be available for public inspection at the office of the Pretreatment Coordinator.

33. **Proper Operation and Maintenance.** The Industry shall keep and maintain an operation and maintenance log on all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Industry to achieve compliance with the conditions of this permit. Proper operation and maintenance includes, but is not limited to, effective performance, adequate funding, adequate operator staffing and training and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit. Water conservation practices shall be used to reduce total effluent volume. Waste preventative practices shall be used to reduce or eliminate

contaminant loading to the municipal sewer system. In addition the following practices shall be used.

1. Chemical shall be stored in a manner which will prevent the entry of these solutions into the sanitary sewer, storm sewer system or waters of the State. All liquid chemicals will be stored in a no-outlet area approved by the City. Process tanks shall be located in an area capable of containing 105 percent of the volume of the largest tank. This area shall not have an outlet to the City sewer system or waters of the State.
2. Waste chemicals, chemical sludge, paint sludge or other hazardous waste shall be stored in approved containers inside a covered bermed area. The storage area shall be located at least 30 feet from the nearest sewer drain or outlet in order to prevent spills to the sanitary system, storm sewer system or waters of the State. The waste chemicals, chemical sludge, paint sludge or other hazardous waste shall be disposed of according to the regulations of EPA. The Industry shall install shut-off devices to all drains in any hazardous waste storage areas.
3. Chemicals shall be stored and dispensed only in roofed and bermed areas that eliminate potential spills to the sanitary sewer system, storm sewer system or waters of the State. Non-compatible chemicals must be segregated.
4. If appropriate, the Industry shall obtain a hazardous waste generator number from EPA or the state for proper disposal of hazardous wastes.
5. If the Industry utilizes a pretreatment system for the purpose of reducing pollutant levels, prior to discharge to the City sewer, a sampling site acceptable to the City shall be maintained downstream of the final pretreatment system for monitoring the industrial discharge. City personnel shall have access to the sample site during normal business hours and in the event of an emergency.
6. The Industry shall use spill prevention practices to preclude the discharge of any substance that violates the General Discharge Prohibitions, or conditions of this permit.
7. In the event of a concentrated solutions spill, such as a tank failure, the Industry shall not discharge any spilled solution into the municipal sewer system unless laboratory test results indicated that the substance meets the conditions of this permit. The Industry shall receive approval from the City prior to any discharge of spilled solution.
8. If appropriate, the Industry shall maintain and inspect all process solution tanks on a regular basis. Any leaks shall be repaired promptly.
9. Access to the discharge flow meter shall be provided to the City at all times by the Industry.

34. **Dilution.** The Industry shall not increase the use of potable or process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

35. **Disposal of Pretreatment Sludge and Spent Chemicals.** The disposal of sludge and spent chemicals generated shall be done in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act, and any state hazardous waste requirements.

36. **City Rights to Discontinue Service.** The City may, without advance notice, after informal notice to the Industry (in writing, in person or by telephone), order the suspension of the wastewater treatment service and revoke the Wastewater Discharge Permit to the Industry when it appears to the City that an actual or threatened discharge:

1. Presents or threatens an imminent or substantial danger to the health or welfare of persons or substantial danger to the environment.
2. Threatens to interfere with the operation of the POTW, or to violate any pretreatment limits imposed by the code. The Industry notified of the City's suspension order, the City may immediately take all necessary steps to halt or prevent any further discharge by such Industry into a POTW. The City shall have the authority to physically cap, block or seal the Industry's sewer line (whether on public or private property) in order to terminate Service; the City shall have the right to enter upon the Industry's property to accomplish the capping, blocking or sealing of the Industry's sewer line; the City may also commence judicial proceeding immediately thereafter to compel the Industry's specific compliance with such order and/or to recover civil penalties; the City shall reinstate the Wastewater Discharge Permit and/or waste water treatment service upon clear and convincing proof by the Industry of the elimination of the non-complying discharge or conditions creating the threat as set forth above

37. **Penalty for Falsifying or Tampering.** Knowingly rendering any monitoring device or method inaccurate, may result in punishment under criminal laws of the City. Any reports required in this code and any other documents required to be submitted by the City or maintained by the industrial user shall be subject to enforcement provision of the City Code, Municipal, and State law relating to fraud and false statements. In addition the industrial user shall be subject to:

1. The provisions of 18 U.S.C. Section 1001 relation to fraud and false statements.
2. The provisions of Sections 309 (c) (4) of the Clean Water Act, as amended governing false statements representation or certification.
3. The provision of Section 309 (c) (6) regarding responsible corporate officers.

38. **Modification or Revision of the Permit.** The terms and conditions of the permit may be subject to modification by the City at any time that limitations or requirements, as identified in the City's Ordinance, are modified or other just cause exists

38.1 The permit may also be modified to incorporate special conditions resulting from the issuance of a special order.

38.2. The terms and conditions may be modified as a result of EPA promulgating a new Federal Pretreatment Standard.

38.3 Any permit modifications which result in new conditions in the permit shall include a reasonable time schedule for compliance as necessary.

38.4 The Industry may file a request for permit modification or revision, provided such request does not create a violation of any existing applicable requirements, standards, laws or rules and regulations.

39. **Duty to Reapply.** The City shall notify the Industry 180 days prior to the expiration of the permit. Within 90 days of the notification, the Industry shall reapply for re-issuance of the permit on a form provided by the City. If application has been made in accordance with this provision, the permit shall remain in effect until a new permit has been approved by all appropriate Control Authorities and has been issued.

40. **Severability.** If any position, paragraph, word or section of this permit is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words and sections shall not be affected and continue in full force and effect.

41. **Property Rights.** The issuance of the permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any invasion of personal rights, nor any infringement of federal, state or local regulations.

42. **Emergency Action.** In the event of a power loss to the Industry's treatment facility, the Industry shall provide treatment to the best of their ability and shall report immediately to the Industrial Pretreatment Coordinator or Wastewater Plant Manager or authorized representative, any non compliance resulting from the emergency situation.

43. **Application of the most stringent limitations.** If a discharge is regulated by National Categorical Standards, and /or state discharge limitations and/or local discharge limitations, the most stringent limitations will apply.

PART 6 BYPASS OF TREATMENT FACILITIES

44. **Definitions.** "Bypass" means the intentional diversion of waste streams from any portion of a Industry's facility. "Severe Property Damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

45. **Bypass Not Violating Applicable Pretreatment Standards.** The Industry may allow any bypass to occur which does not cause applicable pretreatment standards or requirements to be violated, but only if it is for essential maintenance to assure efficient operation.

46. **Notice of Bypass**

1. If the Industry knows in advance of the need for a bypass, it shall submit prior notice, to the City, if possible, at least ten days before the date of the bypass.
2. The Industry shall submit oral notice of unanticipated bypass that exceed applicable pretreatment standards to the City within 8 hours from the time the Industry becomes aware of the bypass. A written submission shall also be provided within five days of the time the Industry becomes aware of the bypass. The written submission shall contain a description of the bypass and submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent recurrence

of the bypass. The City may waive the written report on a case-by-case basis if the oral report has been received within 8 hours.

47. **Prohibition of Bypass.** Bypass is prohibited, and the City may take enforcement action against the Industry for a bypass, unless:

1. Bypass unavoidable to prevent loss of life, personal injury or severe property damage.
2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable Administrating judgment to prevent a bypass which occurred during normal equipment downtime or preventative maintenance.
3. The Industry submitted notices as required under paragraph C of this section.

48. **Approval of Anticipated Bypass.** The City shall have the right to approve an anticipated bypass, after being given time to consider its' adverse effects, if the City determines that it will meet the three condition listed in Part 6 page 17 paragraph 48.

Part 7 Fines and Penalties

49. **Fines and Penalties:** Indemnification and Hold Harmless. Should the Industry be in default under any term or condition of this agreement, Industry shall be responsible for:

49.1 Any fines and penalties imposed on the City by the Environmental Protection Agency of the United States of America, or the Department of Health and Welfare, Division of Environmental Quality of the State of Idaho caused by Industry's discharges into the wastewater system of the City, including any violations of the City's NPDES permit, as a result thereof.

49.2 All subsequent costs to the City incurred to return the wastewater treatment facility biological processes to normal operation in the event of a violation of existing permit standards or as may hereafter be amended. Additionally, all costs, expenses or additional penalties which may be incurred by the City in negotiating or contesting the amount or imposition of any fines or penalties for which Industry may ultimately be responsible, and any other costs or expenses of any kind or nature which may be incurred by the City as a result of Industry's default.

49.3 In any such situation, the City agrees to cooperate with Industry in negotiating the payment of any fines or penalties sought by the United State's Environmental Protection Agency or other State or Federal Agency asserting the fine or penalty. The entire cost of such negotiation shall be borne by the Industry. Industry agrees to promptly pay all fines and penalties when they have been finally determined by the appropriate administrative body. Should the Industry not agree to the assessment of a fine or penalty which the City feels is appropriate, the City agrees to cooperate with any appeal or lawful procedure available before imposition of the fine or penalty becomes final, provided that the Industry shall indemnify and pay on behalf of the City all attorney's fees, costs and other expenses related to such appeal or other procedure.

49.4 It is the intent of the parties that Industry shall not be assessed any fine or penalty nor shall Industry be required to indemnify the City under any other provision so long as the Industry has operated within the parameters,

terms and conditions of this Agreement. Should fines, penalties, costs or other charges described in this Paragraph be determined to be in part due to other industrial users of the Wastewater Treatment System operating out of compliance under their industrial user agreement, or the wastewater discharge permit attendant thereto, Industry shall only be responsible for fines, penalties, costs and charges proportionate to its responsibility.

50. **Additional Costs.** Should the Industry discharge effluent that exceeds the amount as outline in (IWDP), the Industry shall pay to City all additional costs identified above in Part 7 paragraph 50.

51. **Billing.** Industry shall be billed on a monthly basis for user fees and any other fees which bill shall be due and payable within thirty (30) days of the date of billing.

PART 8 SIGNATORY REQUIREMENTS

52. All applications, reports or information submitted to the City shall be signed and certified.

53. **Application - Requirement of Executive Signature.**
All permit applications shall be signed by an executive officer of at least the rank of Vice President for a corporation or a general partner for partnerships or proprietor for proprietorships.

54. **Signature Requirement for Reports.** All reports required by the IUA or the IWDP and other information requested by the City shall be signed by a person described above or by duly authorized representative of that person. A person is a duly authorized representative only if:

1. The authorization is made in writing by a person described above and submitted to the City using the attached Signatory Authorization.
2. The authorization specifies either an individual or a position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility, for environmental matters. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)

55. **Changes to Authorization.** If an authorization under Part 8 paragraph 54 2 is no longer accurate because a different individual or position is responsible for the overall operation of the facility, a new authorization satisfying the requirements of Part 8, 63.1 , must be submitted to the City prior to, or together with reports, information or applications to be signed by an authorized representative.

55. **Certification.** Any person signing a document under this section shall make the following certification:

"I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".

PART 9 ENFORCEMENT PROVISION

56. **City's Right to Enforce.** The City may seek any or all of the remedies or penalties (including civil and judicial action) provided in the JMC Title 13, including recovery costs incurred by the City, in response to the following:

1. Any violation by the Industry of the provision of the Industrial Wastewater Discharge Permit (IWDP).
2. Any violation by the Industry of the provisions of the City Code;
3. Any violation by the Industry of any order of the City with respect to provisions set forth in the Industrial Wastewater discharge Permit of the City Code. The range or severity of remedial actions taken by the City against the Industry, will be determined by, but not limited to, the nature, duration and frequency of the violation. The Jerome Enforcement Guidance Plan shall prevail in matters of dispute.

PART 10 PERMIT CONDITIONS - RIGHT OF APPEAL

57. **Conditions Governing Appeal.** As per EPA Publication EN 336 section 3.4, upon issuance of this permit, the Industry shall have the right to appeal specific provisions of the permit if they believe the provision is contrary to law or an unreasonable exercise of the Control Authority's discretion under law. Terms of appeal are as follows:

1. Requests for reconsideration should be in writing to the City Administrator and must include supporting reasons for reconsidering the permit conditions. Acceptance of such an appeal shall be at the sole discretion of the City of Jerome Administrator.
2. Requests for reconsideration must be made within 30 days of permit issuance after which time the right of reconsideration, by the Control Authority or by a court of law, is considered waived.
3. If an Administrative Appeal to the City Administrator is not successful, the Industry shall have 30 days from denial of the Administrative appeal to make a Judicial appeal, after which time the right of such an appeal is considered waived.
4. Request for consideration shall not result in an automatic stay of the final permit conditions. In the event the request is granted, a stay may be considered appropriate at the discretion of the City Administrator.

PART 11 AUTHORIZATION

58. **City of Jerome to Administer Pretreatment Program.** The City of Jerome owns, operates and manages the Wastewater Treatment Facility. Management of this facility includes administering the Industrial Pretreatment Program. The City Administrator, Plant Manager, or Industrial Pretreatment Coordinator or any other designated employee of the City will be an authorized representative of the City of Jerome.

58.1 Information included in or pertaining to this permit or any information obtained during or as a result of inspections or other monitoring shall be made available to any agency regulating this program and to the public, to the extent provided by 40 CFR Part 2.302 (Public Information) and 40 CFR Part 403.14.

59. **Limitation of Permit Transfer.** The Wastewater discharge permit (IWDP) is issued to the specific Industry for a specific operation and is not assignable to another business or company or transferable to any other location without the prior written approval of the City. Sale of an Industry's business shall obligate the purchaser to seek prior written approval of the City for continued a temporary agreement to discharge to the sewer system. The sale will result in the IUA and the IWDP being reevaluated and reissued.

60 **Warranty of Industry.** Industry represents and warrants to the City that it is a bona fide corporation existing under and by virtue of the laws of the State of Washington qualified to do business in the State of Idaho and has taken all necessary actions to approve the execution of this agreement.

61. **Binding Arbitration.** Any controversy or claim arising out of or relating to this agreement shall be settled by binding arbitration in accordance with the provisions of Idaho Code §7-901. The parties shall jointly select the arbitrator. If the parties cannot agree upon an arbitrator, the parties shall each select one (1) arbitrator. The two (2) arbitrators thus chosen shall select a third arbitrator. A majority decision of the arbitrators shall be binding on all parties. The arbitrators shall have power to establish rules of procedure for the arbitration. All fees and costs of the arbitrators) shall be borne equally by the parties.

62. **Attorney Fees on Default.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

63. **Integration.** City and Industry acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

64. **Binding Effect.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement above first written.

"THE CITY OF JEROME'

BY: Charles Herrell

Charles Correll, Mayor

ATTEST:
Kathy Cone
Kathy Cone, City Clerk

"Darigold"

By: James R Wegner
Its: Sr. VP Operations

STATE OF IDAHO)
:ss
County of Jerome)

On this 2nd day of July 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHARLES CORRELL, the Mayor of the City of Jerome, known to me to be such officer of the city whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

Angie Baker
NOTARY PUBLIC for Idaho
Residing at: City of Jerome
Commission expires: Sept. 18-2013

ANGIE BAKER NOTARY PUBLIC STATE OF IDAHO

STATE of Washington)
:ss
County of King)

On this 30th day of June, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES R. WEGNER The Sr. V.P. Operations, of Darigold, Inc. known to me to be such officer of the Corporation whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

NOTARY PUBLIC for Washington
Residing at: Mukilteo
Commission Expires: 8/11/10

Signatory Authorization

Election of Option (3). I certify that the signatory below shall have authority to sign reports required by this permit for Darigold, Inc., I further understand that such signature shall be legally binding on all such reports.

James R Wegner — Signature

SVP Operations — Title

Authorized Signatory (print)

Title

Authorized Signature

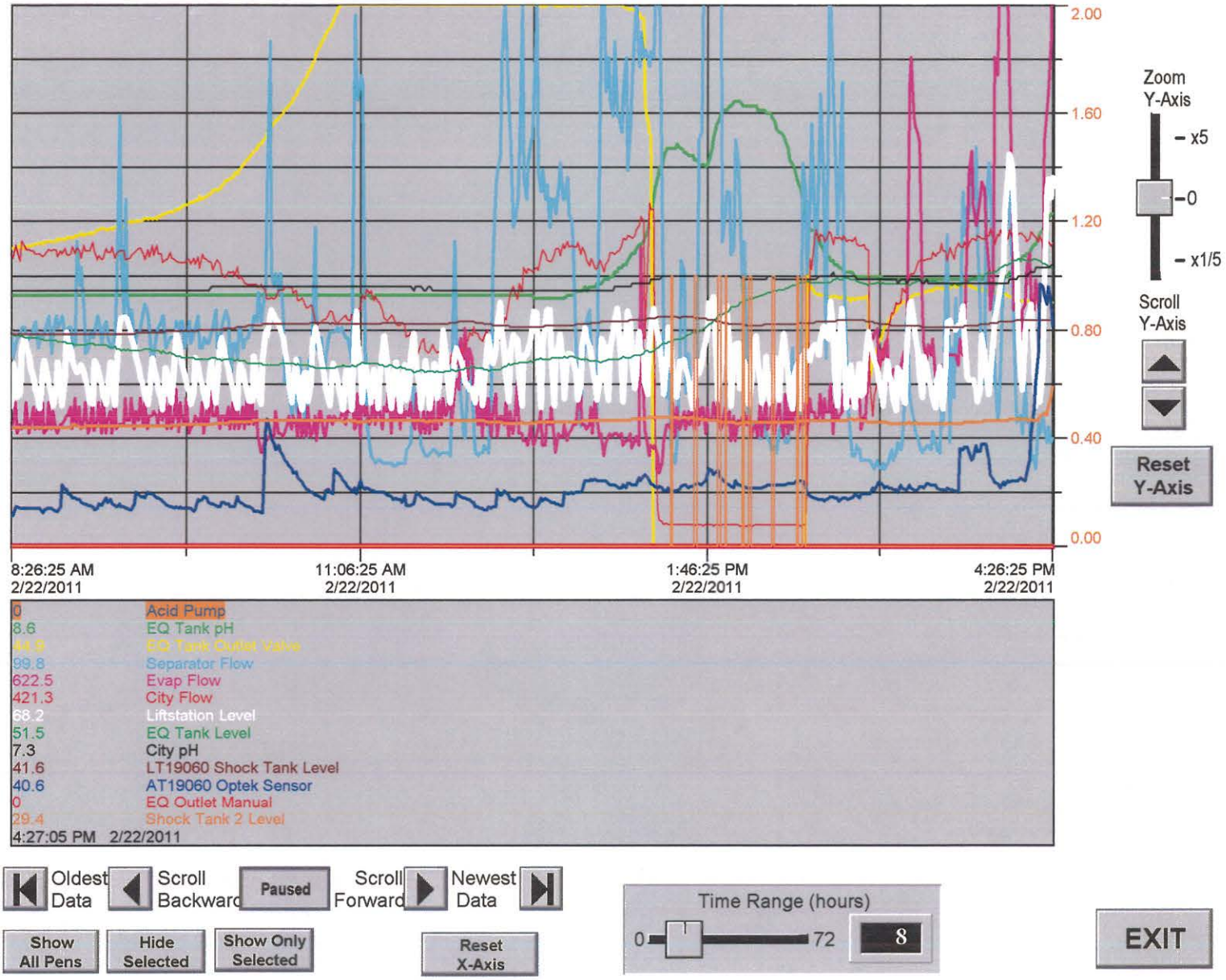
Effective Date

Michael Mask

Bag house Change & Cleaning

Mar. 31, 2010 3-17-11

Feb. 8-9, 2011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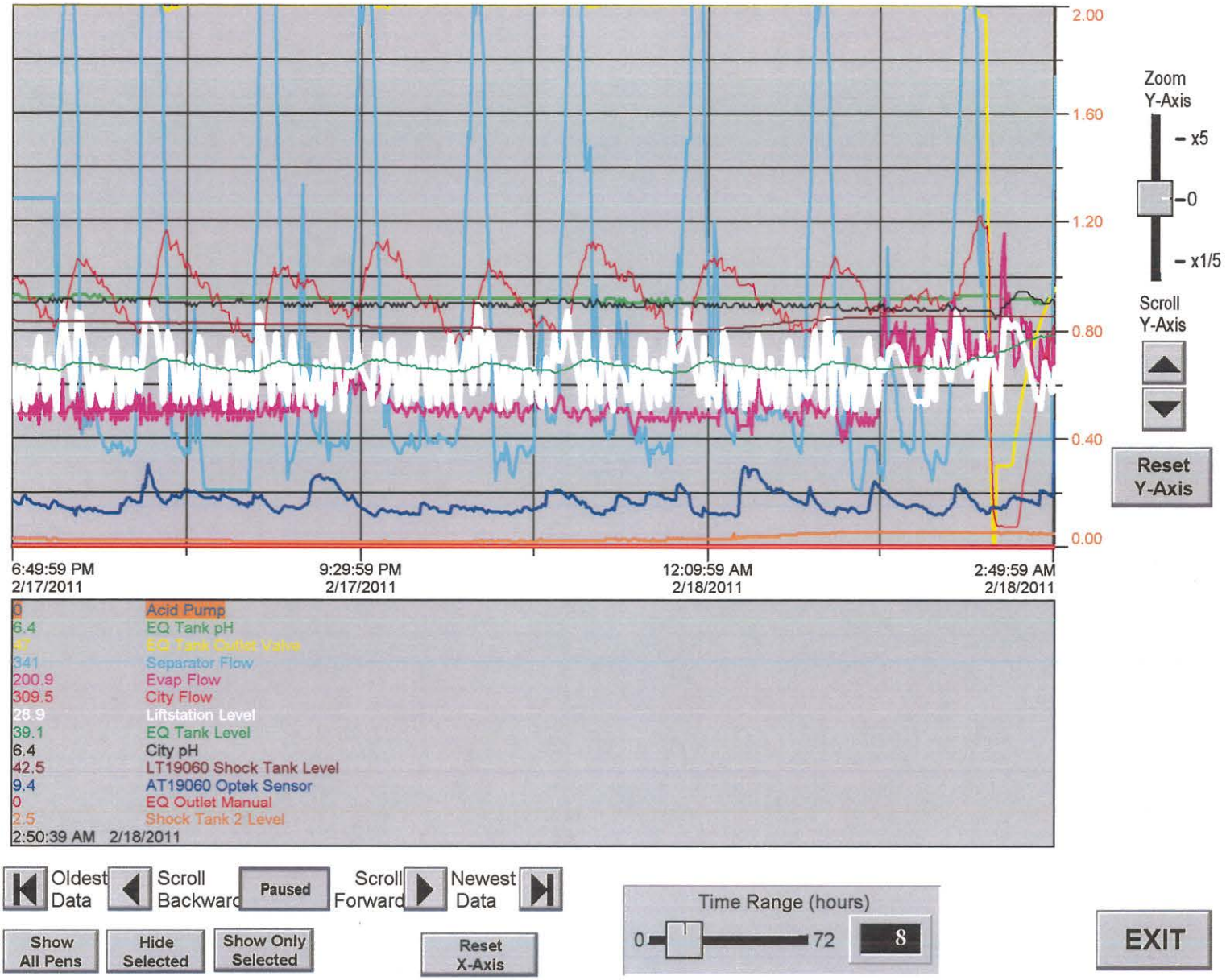
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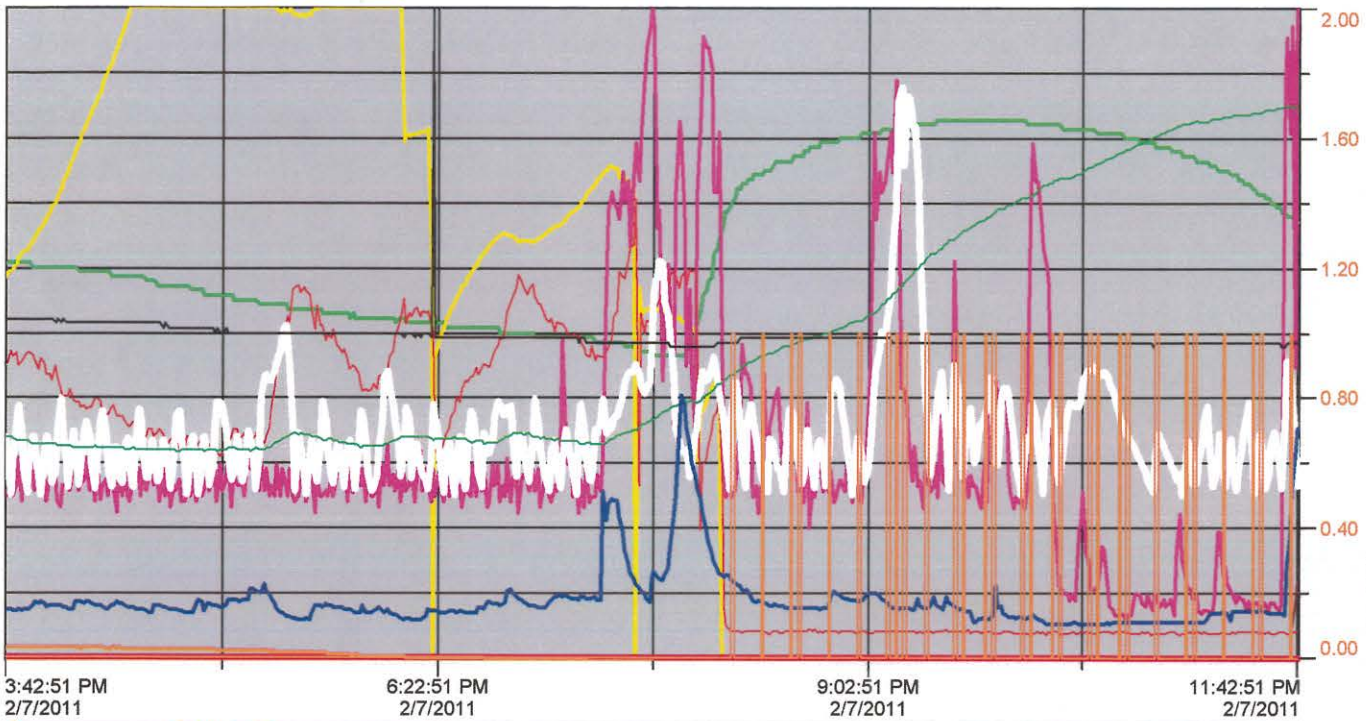

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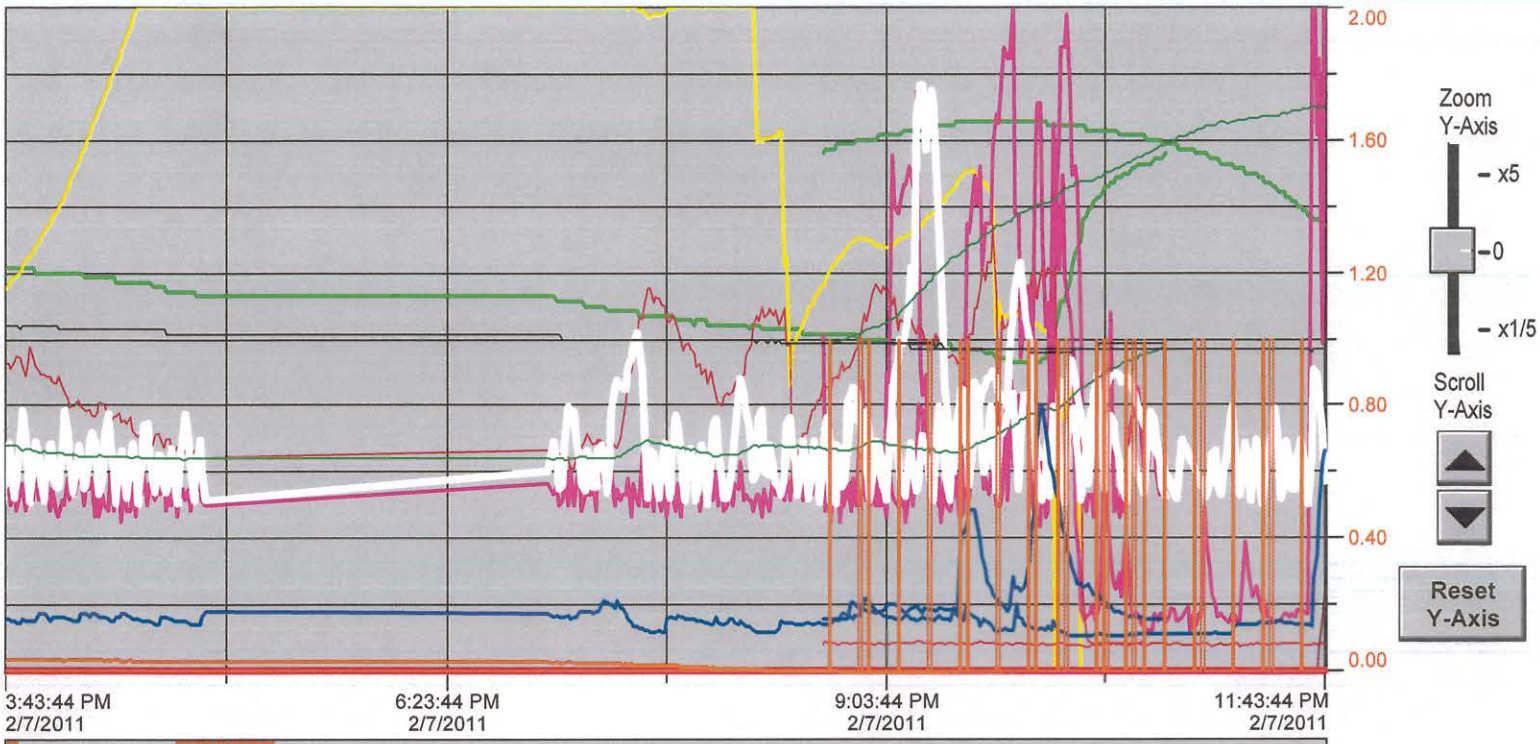

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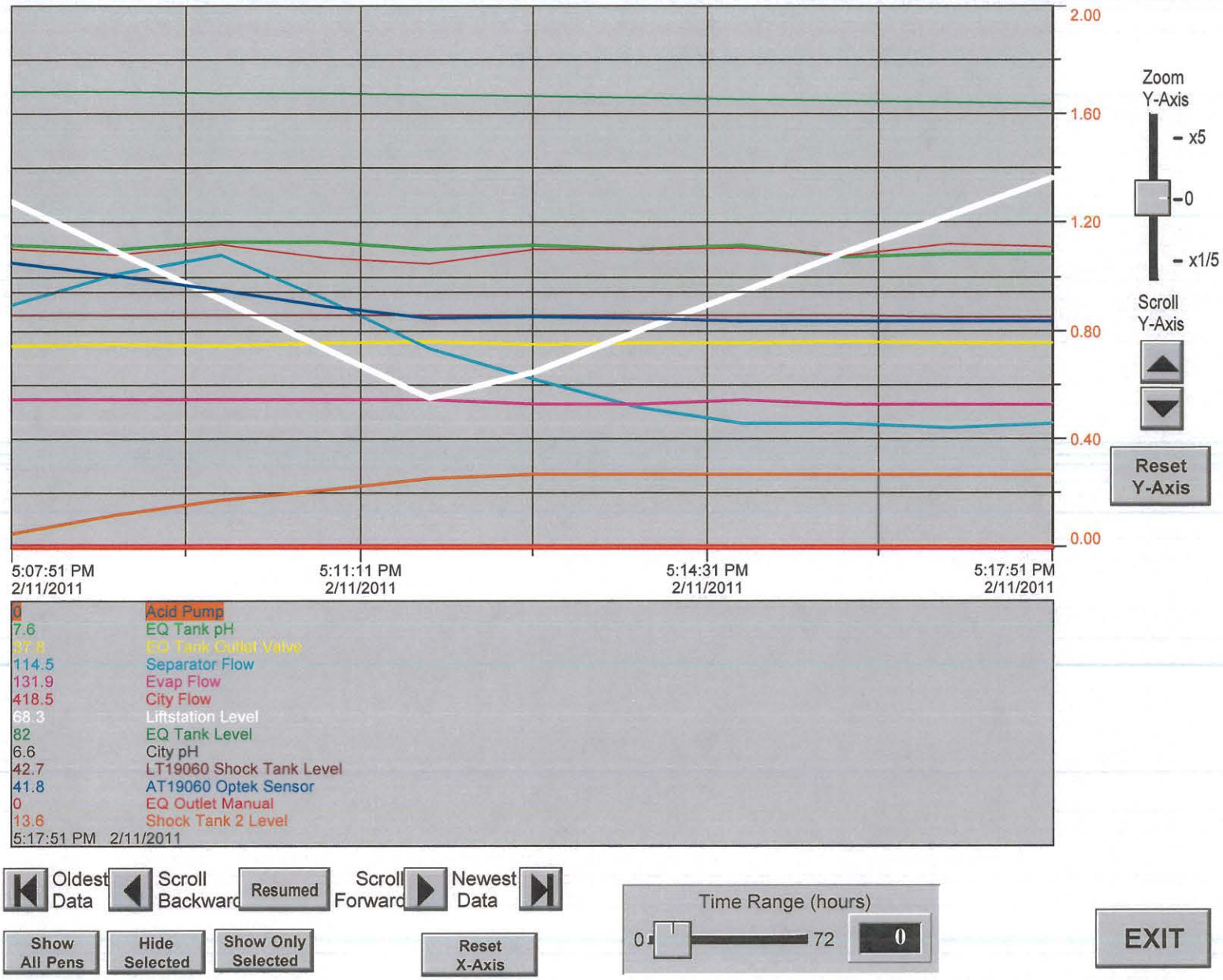
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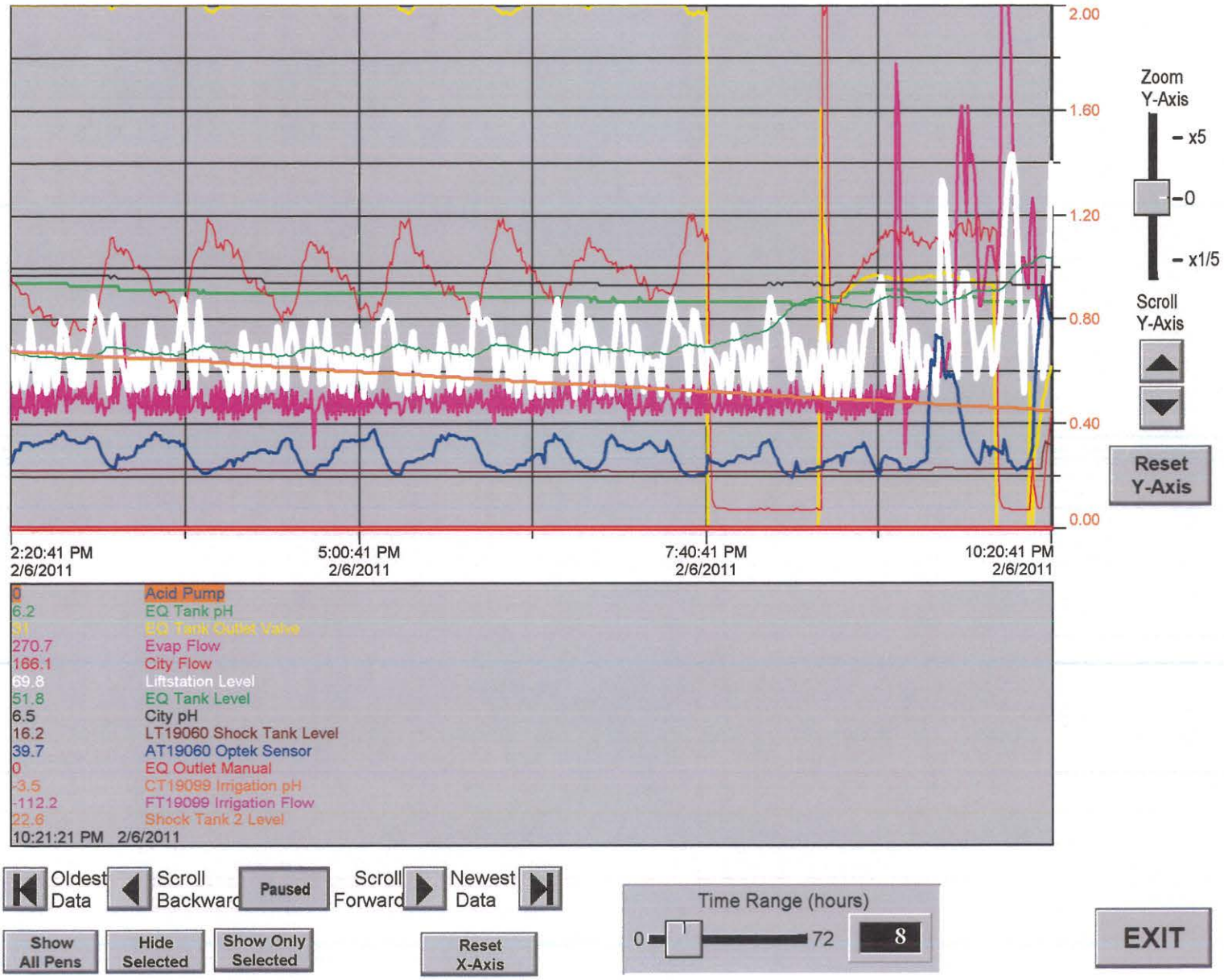
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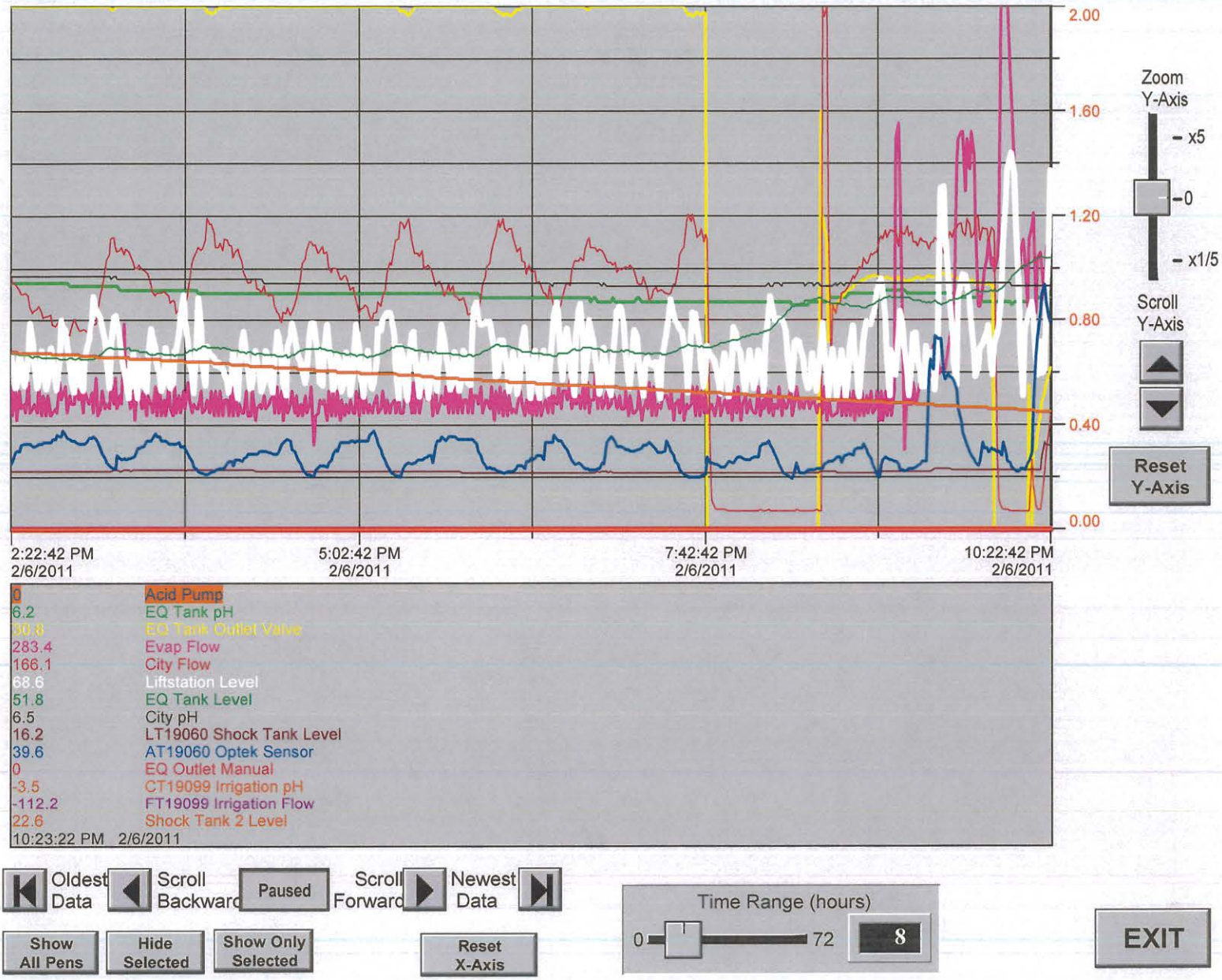
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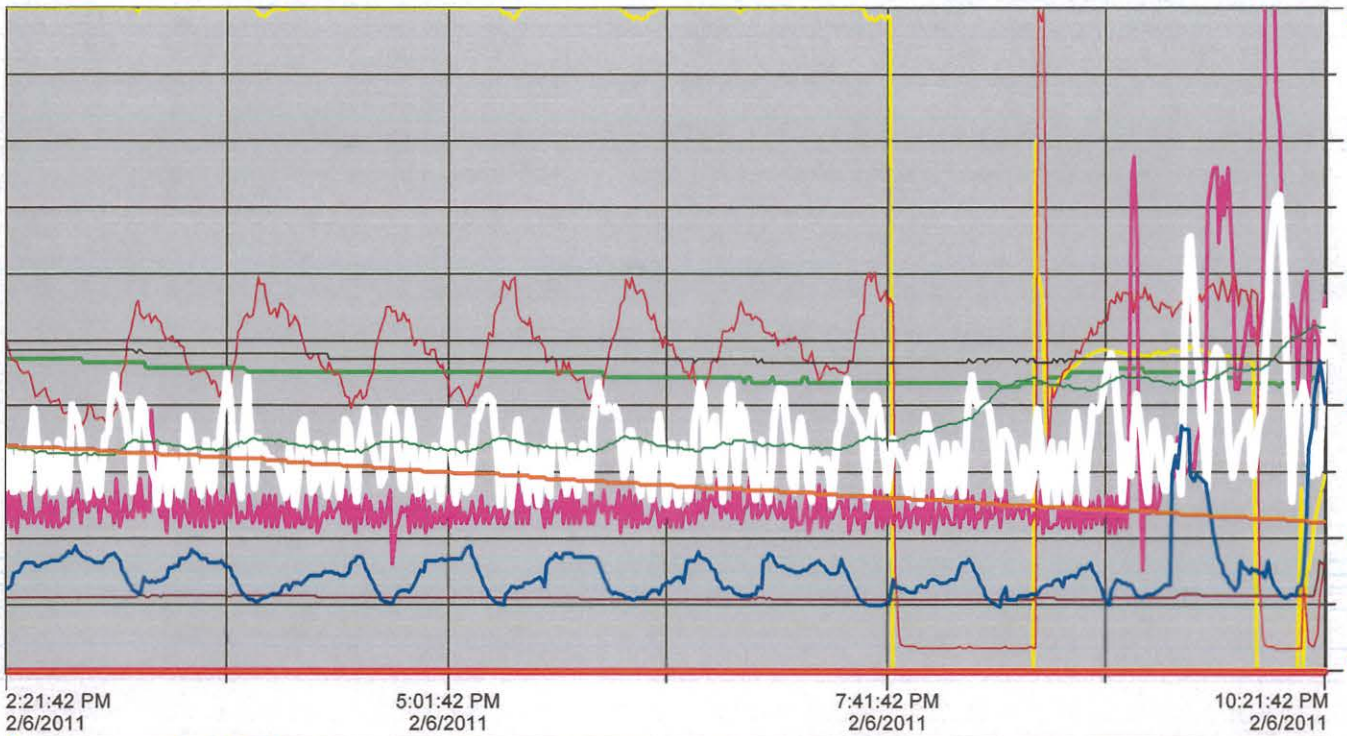

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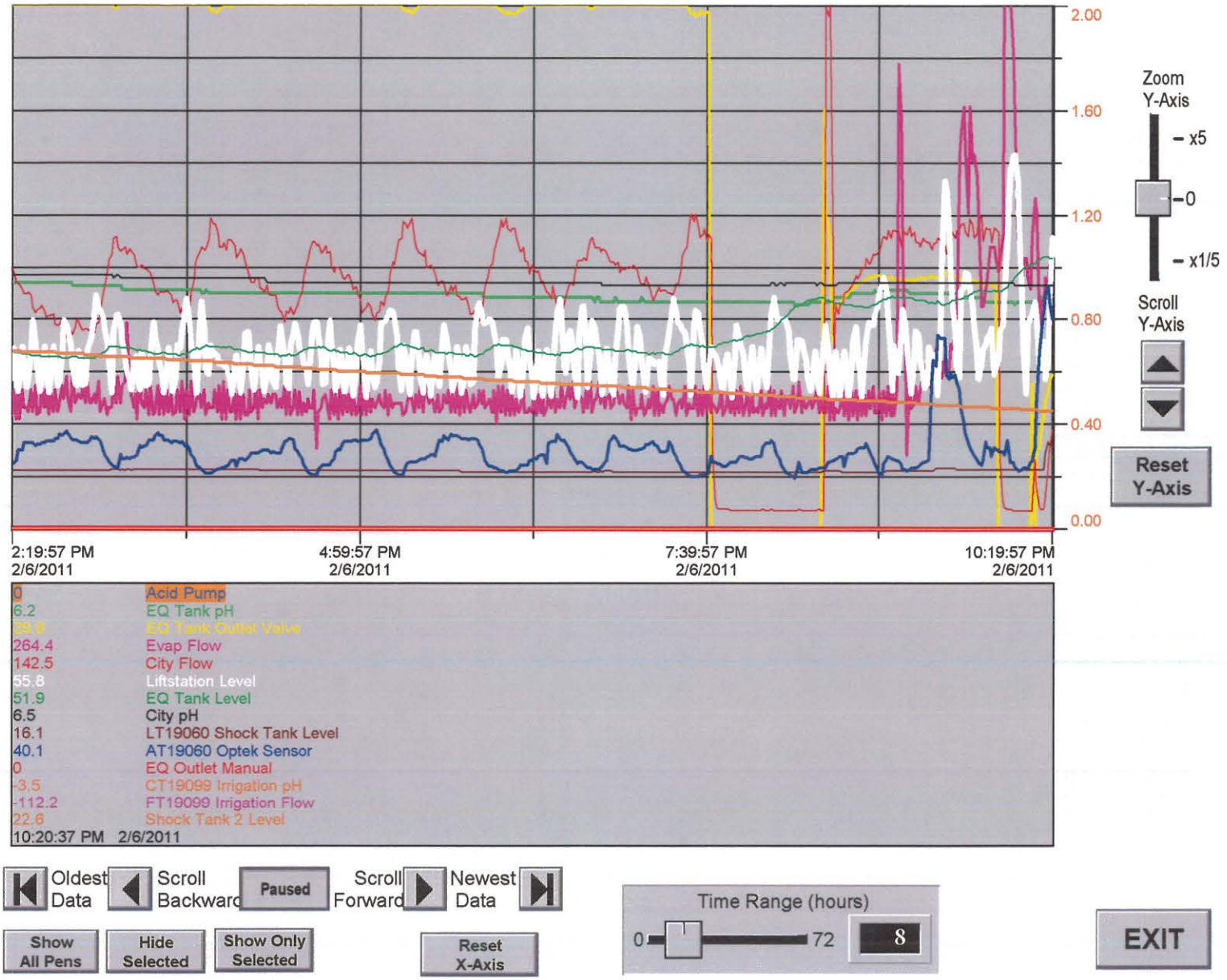
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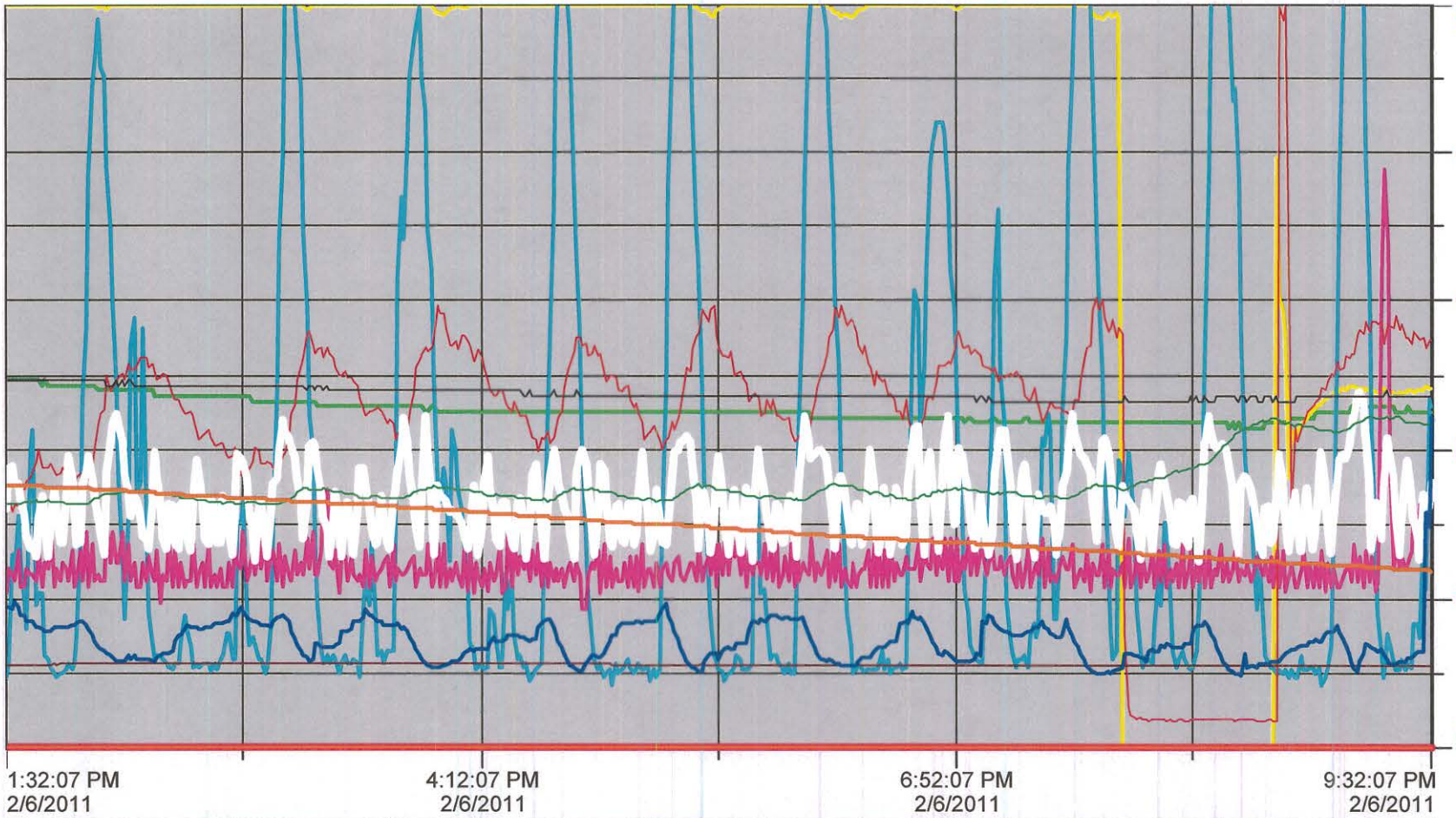

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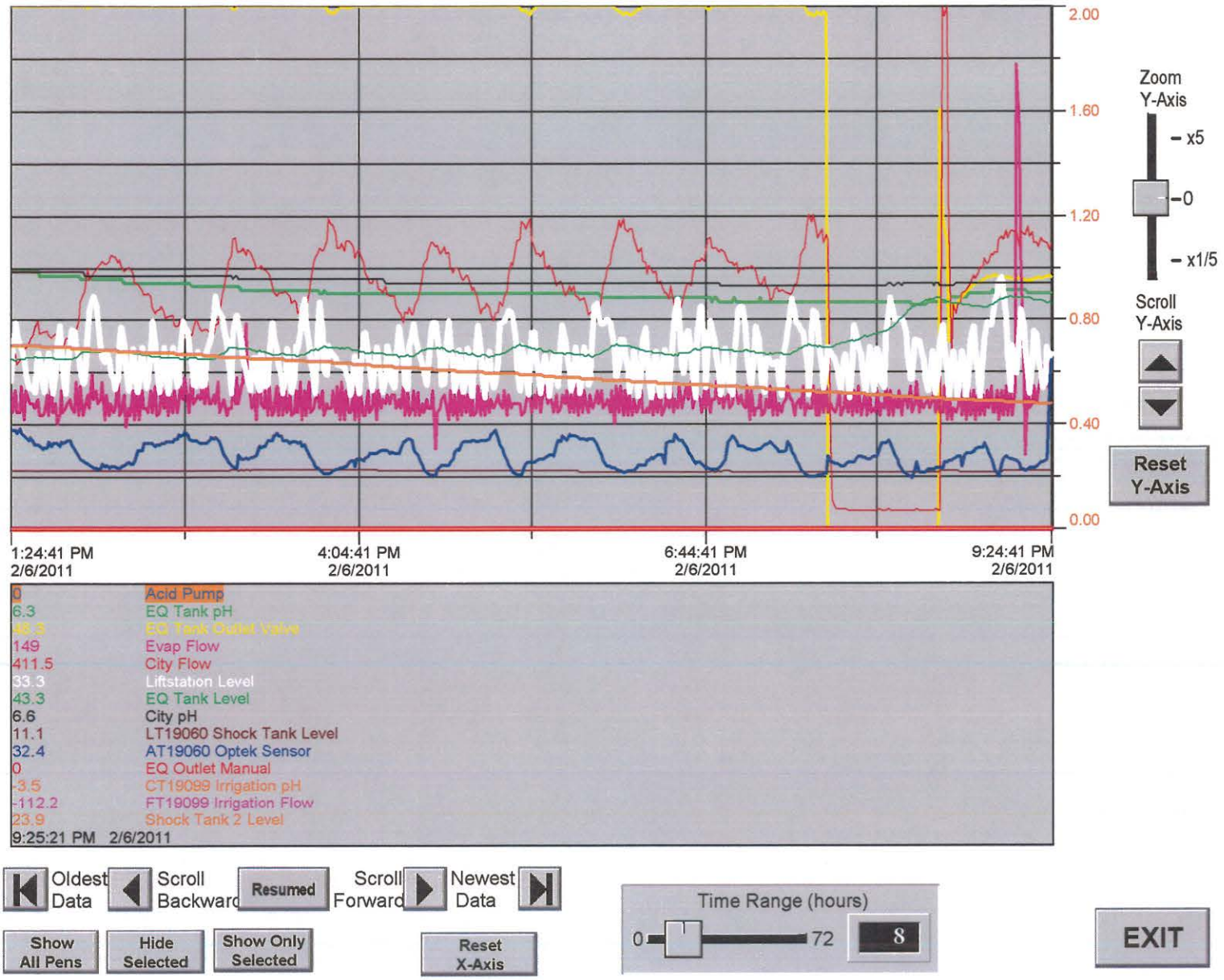
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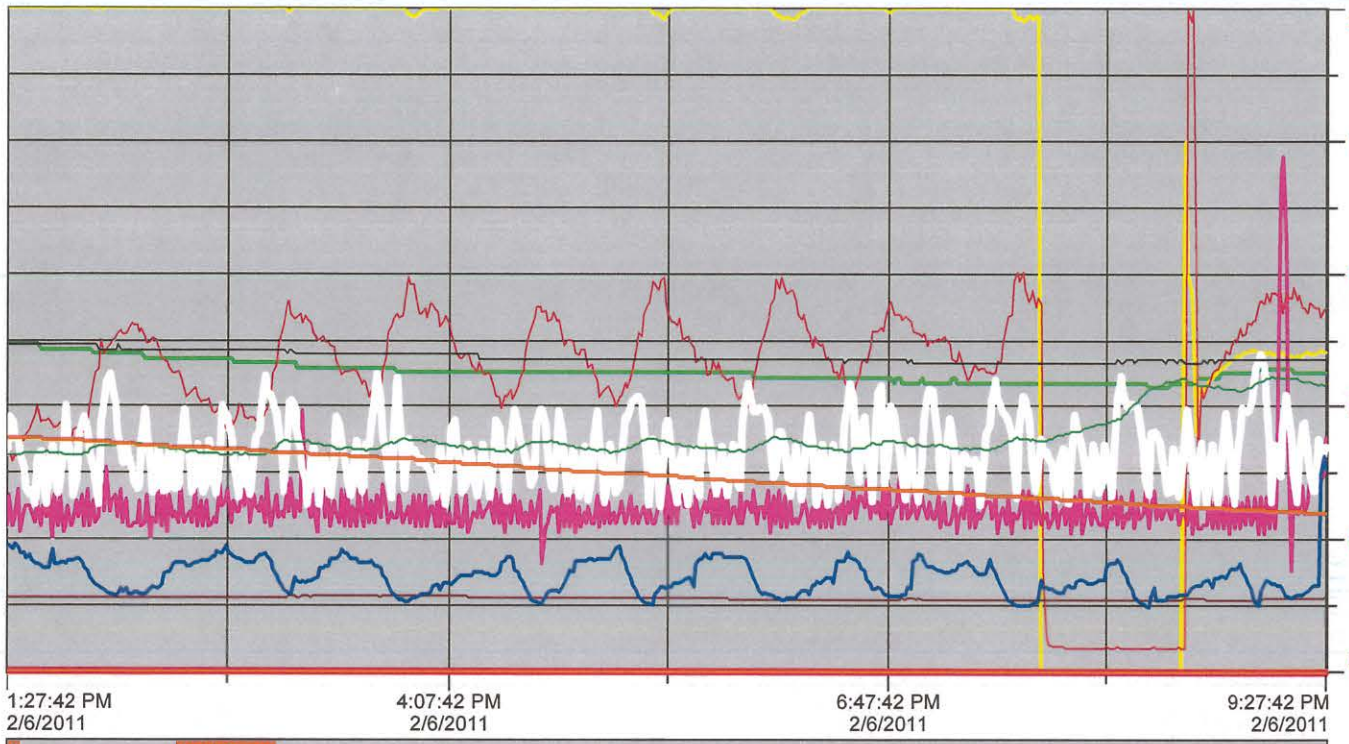

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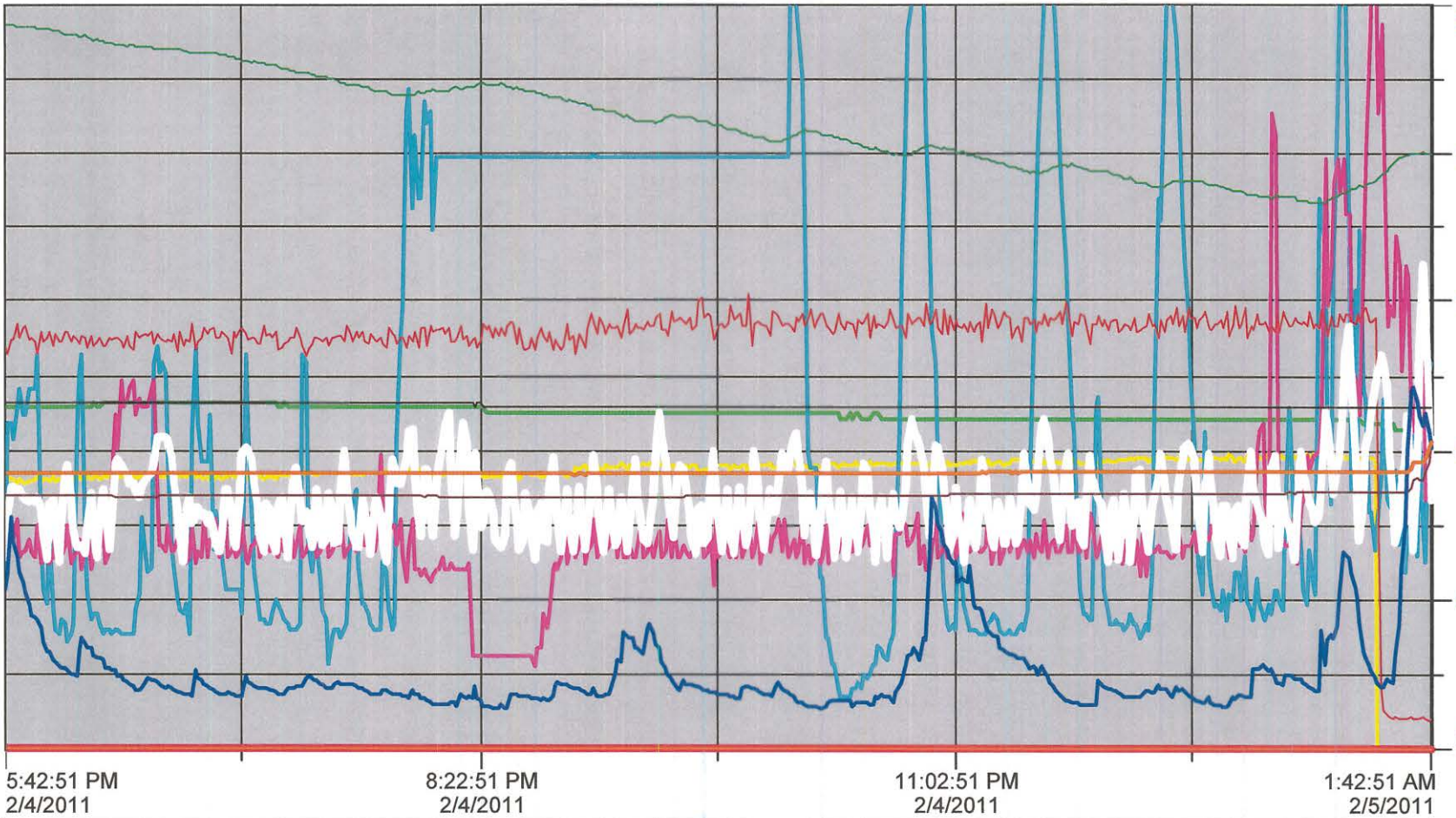

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0	Acid Pump
6.1	EQ Tank pH
0	EQ Tank Outlet Valve
258.1	Separator Flow
176.9	Evap Flow
29.7	City Flow
33.3	Liftstation Level
80.1	EQ Tank Level
6.4	City pH
41.2	LT19060 Shock Tank Level
40.4	AT19060 Optek Sensor
0	EQ Outlet Manual
41.2	Shock Tank 2 Level

1:43:31 AM 2/5/2011

Oldest Data | Scroll Backward | Paused | Scroll Forward | Newest Data

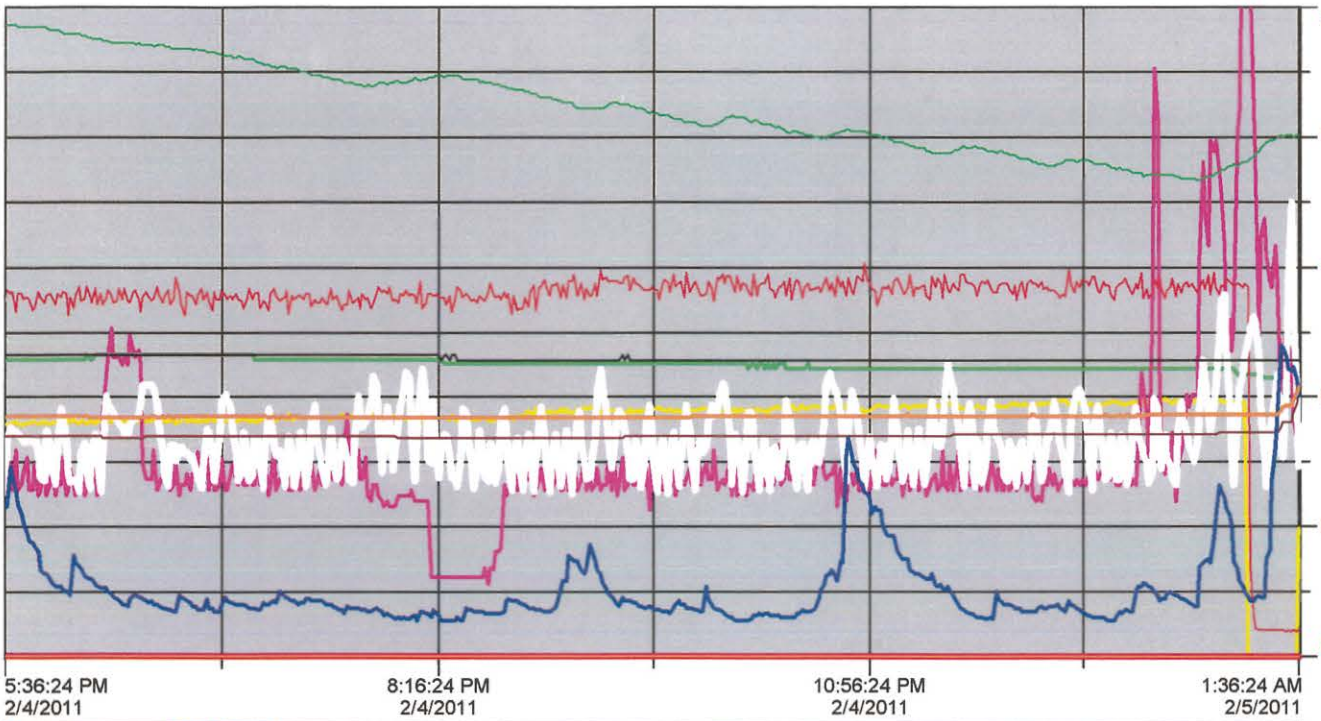
Show All Pens | Hide Selected | Show Only Selected

Reset X-Axis

Time Range (hours)

0 — 72 — 8

EXIT



Zoom Y-Axis

- x5

-0

- x1/5

Scroll Y-Axis

Reset Y-Axis

0	Acid Pump
6.1	EQ Tank pH
19.8	EQ Tank Outlet Valve
172.2	Evap Flow
30.7	City Flow
29.3	Liftstation Level
80.2	EQ Tank Level
6.4	City pH
41.5	LT19060 Shock Tank Level
40.2	AT19060 Optek Sensor
0	EQ Outlet Manual
-3.5	CT19099 Irrigation pH
-112.2	FT19099 Irrigation Flow
41.5	Shock Tank 2 Level

1:37:04 AM 2/5/2011

Oldest Data | Scroll Backward | Resumed | Scroll Forward | Newest Data

Show All Pens | Hide Selected | Show Only Selected | Reset X-Axis

Time Range (hours)

0 — 72 — 8

EXIT

ANALYTICAL LABORATORIES, INC.

1804 NORTH 33RD STREET, BOISE, IDAHO 83703

FLOWMETER CALIBRATION CERTIFICATION

COMPANY:

DARIGOLD
152 EAST "A" ATTN: JOHN BOYD
JEROME, ID 83338

CALIBRATION DATE: MAY 13, 2010

EQUIPMENT:

PRIMARY DEVICE:	12" PERMANENT PALMER BOWLUS FLUME
SECONDARY DEVICE:	ULTRA SONIC FLOWMETER
MANUFACTURER:	ISCO
MODEL:	4210
SERIAL #:	202C01251

AS FOUND SETTINGS/ EQUIPMENT DISTANCES:

LOCATION/SETTING AT ZERO FLOW:	.00"
LOCATION/SETTING AT 100% FLOW:	8.40
FLOW SPAN:	8.40

FINAL CALIBRATION SETTING/EQUIPMENT DISTANCES:

LOCATION/SETTING AT ZERO FLOW:	.00"
LOCATION/SETTING AT 100% FLOW:	8.40

FINAL FLOW SPAN: 8.40 753.2 GPM

COMMENTS: CALIBRATION WITHIN SPECIFICATIONS

Charles Powers

CHARLES POWERS, SERVICE REPRESENTATIVE

Photo Log of Darigold Company Pre Treatment Inspection
Jerome County, Idaho
William C. Stewart
March 17, 2011

1. This is a picture of the outside of the Darigold plant in Jerome Idaho as seen from the parking lot. We entered this plant at 1:09 PM on March 17, 2011 to conduct an inspection on their pre-treatment of wastewater before sending the wastewater to the Jerome WWTP.

2. This is another view of the exterior of the Darigold Plant, viewed from the parking lot.

3. This area is refered to as "the dry storage area" by the plant personnel. The drums and pails on the lower shelf appeared to be grease and oil for machinery.

4. This is a second photograph of the same area.

5. This is one of many spill response kits in the Darigold plant. This one happened to be located in the dry storage area.

6. This floor drain is located in the dry storage area depicted in the previous photos.

7. The floor drain in this photo is located in the milk powder reconstitution room of the plant.

8. This photo shows a floor drain located in the evaporator room at the Dairgold plant. The white foamy material running to the drain is disinfectant intentionally sprayed on the floor to disinfect people's shoes as they move through the plant. This was a common practice throughout the plant.

9. This is a second floor drain in the evaporator room at the Darigold Plant.

10. On the left center of this photo is a floor drain located in the high pressure pump room.

11. At the time of the inspection, there was a stream of water flowing through the pipe by the red arrow in the photo. We were told by the plant personnel that this was "cow water" going to the plant wastewater facility.

12. This floor drain is located in the "crystallizer room" at the Darigold plant.

13. This photo is the interior of the locked hazardous materials storage cabinet at the Darigold plant.

14. This photo shows the same cabinet as in the previous photo only closed and secured.

15. In the center of this picture is the floor drain for the maintenance shop at the Darigold plant.

16. These drums were located in the ammonia compressor room and we were told by company personnel that they contain glycol.

17. This floor drain is located in the separator/pasteurizer room.

18. This wash sink was full of equipment and was located in the separator/pasteurizer room.

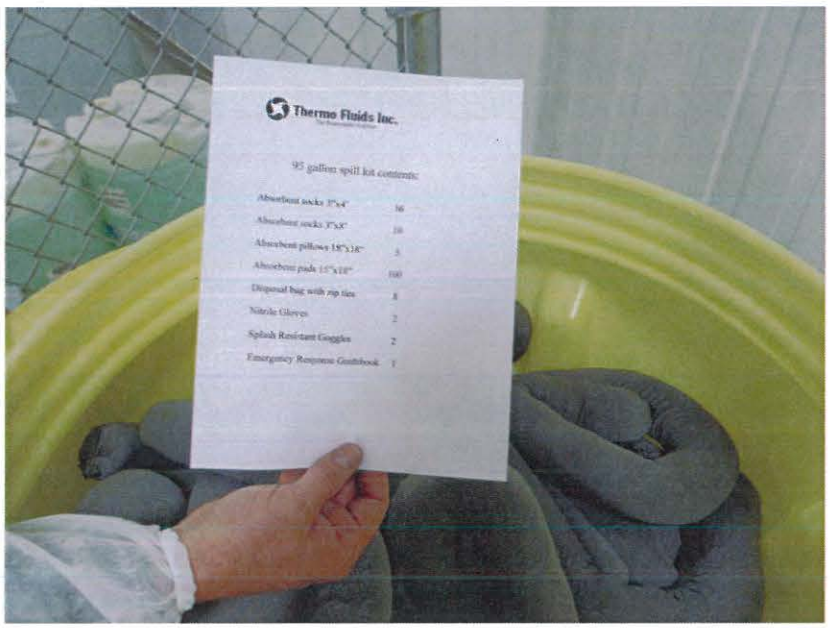
19. This photo was taken in the chemical storage area of the Darigold Plant. The red arrow is pointing to a floor drain in the room.

20. The chemicals in the storage area seemed to be place haphazardly, without a lot of organization.

21. This is an example of a label on one of the drums in the chemical storage area.

22. The spill response kit in this photo is located right outside of the security fence for the chemical storage area at the Darigold Plant.

23. Personnel from Darigold opened on of the spill response kits to show what was inside. In this photo containment boom and a content list are visible.



24. This is a photo of the content list of what can be found in the spill kit.

25. This floor drain is in the CIP (Clean in Place) room at the Darigold plant.

26. This is a photo of a long floor drain in the receiving room where the milk trucks are unloaded.

27. This is another view of the same floor drain depicted in the previous photo.

28. This is another picture of the same floor drain as in the previous two photos but from the opposite end of the room.

29. The two tanks in this picture are located outside the plant in a concrete containment structure. Their function is to capture wastewater that is out of compliance with the pre-treatment limits before it leaves the plant. These are emergency tanks.

30. There are two Parshall flumes in this photo. The one on the left is wastewater flow from the separator operation and the flume on the right is from the evaporator operation.

31. This is a photo of a lift station for moving wastewater from the Darigold plant to the city of Jerome wastewater plant.

32. The blue tank in the center of the picture is an equalizer tank for final pre-treatment before sending the wastewater to the City of Jerome.

33. In the center of this picture is an ISCO wastewater sampler for sampling the wastewater that is discharged from the plant to the City of Jerome WWTP.

34. In the center of this picture are two ISCO 4210 hydrosonic flow meters. The one on the left is not in use currently. The one on the right is measuring the flow through a Parshall flume which measures the wastewater flow from the plant.

35. This manhole contains wastewater flow heading out to the final flow measurement before leaving the Darigold plant. The red arrow in the photo is pointing at the hose for collecting water for the ISCO autosampler pictured in photo # 33.

36. This Parshall flume in the center of this photo is measuring the final flow of wastewater away from the Darigold Plant to the City of Jerome wastewater plant. The red arrow is pointing at a transducer for the hydrosonic flow meter pictured in photo # 34. We ended the inspection at 4:40 PM.

Daily Chemical Usage Ecolab Products

AC-105 (Caustic) 200 gal/day

AC-55-5 (Acid) 160 gal/day

Mandate (Acid Sanitizer) 10 gal/day

Solidigm (Enzyme) 5 gal/day

Exxelerate (Alkaline) 10 gal/day

Sterbac (Floor Sanitizer) 5 gal/day

Ultrasil 110 (Alkaline) 5 gal/wk

Ultrasil 63 (Enzyme) 5 gal/wk

Ultrasil 76 (Acid) 5 gal/wk

XY-12 (Chlorine) 5 gal/wk

Boiler Chemical 9980 (Alkaline) .5 gal/day

Boiler Chemical 2036 (Scale inhibiter) .5 gal/day

Boiler Chemical 1011 (Oxygen scavenger) .5 gal/day

DARIGOLD OPERATIONS YTD DATA

2011	Darigold											
DATE	MGD FLOW	Over the .550 MG/D Permitted Limit	Flow Max	5 DAY BOD mg/L	TSS mg/L	TOTAL LBS BOD	Over the 3200 lbs Permitted Limit	TOTAL LBS TSS	Over Permitted 1500 Lbs Limit	Phosphorus	Phos LBS	Over Permitted 200 Lbs Limit
11/1/2010	0.456	0		82	0	312	0	0	0	9.10	34.6	0
11/2/2010	0.485	0		242	0	979	0	0	0	7.60	30.7	0
11/3/2010	0.331	0		207	0	571	0	0	0	10.40	28.7	0
11/4/2010	0.428	0		359	0	1281	0	0	0	14.60	52.1	0
11/5/2010	0.389	0		190	0	616	0	0	0	11.90	38.6	0
11/6/2010	0.217	0		156	0	282	0	0	0	14.20	25.7	0
11/7/2010	0.450	0		330	0	1238	0	0	0	14.70	55.2	0
11/8/2010	0.371	0		391	0	1210	0	0	0	21.20	65.6	0
11/9/2010	0.265	0		220	0	486	0	0	0	19.10	42.2	0
11/10/2010	0.433	0		107	0	386	0	0	0	15.30	55.3	0
11/11/2010	0.486	0		119	0	482	0	0	0	10.30	41.7	0
11/12/2010	0.332	0		447	0	1238	0	0	0	15.80	43.7	0
11/13/2010	0.203	0		414	0	701	0	0	0	33.20	56.2	0
11/14/2010	0.446	0		335	0	1246	0	0	0	16.90	62.9	0
11/15/2010	0.450	0		176	0	661	0	0	0	21.00	78.8	0
11/16/2010	0.220	0		294	0	539	0	0	0	9.50	17.4	0
11/17/2010	0.427	0		167	0	595	0	0	0	17.60	62.7	0
11/18/2010	0.536	0		297	0	1328	0	0	0	14.80	66.2	0
11/19/2010	0.437	0		326	0	1188	0	0	0	10.40	37.9	0
11/20/2010	0.242	0		156	0	315	0	0	0	14.70	29.7	0
11/21/2010	0.452	0		135	0	509	0	0	0	15.40	58.1	0
11/22/2010	0.470	0		197	0	772	0	0	0	13.60	53.3	0
11/23/2010	0.227	0		138	0	261	0	0	0	16.30	30.9	0
11/24/2010	0.457	0		103	0	393	0	0	0	13.10	49.9	0
11/25/2010	0.464	0		121	0	468	0	0	0	11.80	45.7	0
11/26/2010	0.411	0		175	0	600	0	0	0	21.30	73.0	0
11/27/2010	0.185	0		168	0	259	0	0	0	15.60	24.1	0
11/28/2010	0.470	0		307	1	1203	0	4	0	27.30	107.0	0
11/29/2010	0.447	0		296	0	1103	0	0	0	21.50	80.2	0
11/30/2010	0.267	0		194	0	432	0	0	0	14.70	32.7	0
12/1/2010	0.444	0		90	0	333	0	0	0	16.50	61.1	0
12/2/2010	0.542	0		111	0	502	0	0	0	21.60	97.6	0
12/3/2010	0.461	0		230	0	884	0	0	0	22.80	87.7	0
12/4/2010	0.466	0		150	0	583	0	0	0	20.30	78.9	0
12/5/2010	0.540	0		272	0	1225	0	0	0	20.10	90.5	0
12/6/2010	0.510	0		570	1	2424	0	4	0	27.80	118.2	0
12/7/2010	0.403	0		231	0	776	0	0	0	20.54	69.0	0
12/8/2010	0.528	0		135	0	594	0	0	0	25.30	111.4	0

DARIGOLD OPERATIONS YTD DATA

2011	Darigold											
DATE	MGD FLOW	Over the .550 MG/D Permitted Limit	Flow Max	5 DAY BOD mg/L	TSS mg/L	TOTAL LBS BOD	Over the 3200 lbs Permitted Limit	TOTAL LBS TSS	Over Permitted 1500 Lbs Limit	Phosphorus	Phos LBS	Over Permitted 200 Lbs Limit
12/9/2010	0.546	0		215	0	979	0	0	0	24.50	111.6	0
12/10/2010	0.338	0		109	0	307	0	0	0	15.60	43.9	0
12/11/2010	0.420	0		286	0	1002	0	0	0	17.20	60.2	0
12/12/2010	0.495	0		370	0	1527	0	0	0	18.10	74.7	0
12/13/2010	0.416	0		155	0	538	0	0	0	12.40	43.0	0
12/14/2010	0.495	0		92	0	380	0	0	0	17.90	73.9	0
12/15/2010	0.464	0		163	0	631	0	0	0	17.80	68.9	0
12/16/2010	0.519	0		258	0	1117	0	0	0	15.50	67.1	0
12/17/2010	0.409	0		75	0	256	0	0	0	14.30	48.8	0
12/18/2010	0.282	0		149	0	350	0	0	0	15.30	36.0	0
12/19/2010	0.456	0		235	0	894	0	0	0	13.00	49.4	0
12/20/2010	0.460	0		161	0	618	0	0	0	22.50	86.3	0
12/21/2010	0.322	0		225	0	604	0	0	0	39.80	106.9	0
12/22/2010	0.457	0		429	0	1635	0	0	0	15.60	59.5	0
12/23/2010	0.475	0		167	0	662	0	0	0	15.50	61.4	0
12/24/2010	0.355	0		238	0	705	0	0	0	15.20	45.0	0
12/25/2010	0.229	0		285	0	544	0	0	0	14.00	26.7	0
12/26/2010	0.419	0		391	0	1366	0	0	0	10.60	37.0	0
12/27/2010	0.481	0		143	0	574	0	0	0	11.30	45.3	0
12/28/2010	0.302	0		116	0	292	0	0	0	12.20	30.7	0
12/29/2010	0.468	0		234	0	913	0	0	0	12.40	48.4	0
12/30/2010	0.516	0		603	0	2595	0	0	0	10.10	43.5	0
12/31/2010	0.384	0		326	0	1044	0	0	0	14.60	46.8	0
1/1/2011	0.547	0		82	54	374	0	246	0	9.1	41.5	0
1/2/2011	0.463	0		242	74	934	0	286	0	7.6	29.3	0
1/3/2011	0.422	0		207	150	729	0	528	0	10.4	36.6	0
1/4/2011	0.403	0		359	149	1207	0	501	0	14.6	49.1	0
1/5/2011	0.579	1		190	169	917	0	816	0	11.9	57.5	0
1/6/2011	0.458	0		156	109	596	0	416	0	14.2	54.2	0
1/7/2011	0.511	0		330	141	1406	0	601	0	14.7	62.6	0
1/8/2011	0.414	0		391	215	1350	0	742	0	21.2	73.2	0
1/9/2011	0.495	0		220	158	908	0	652	0	19.1	78.9	0
1/10/2011	0.477	0		107	108	426	0	430	0	15.3	60.9	0
1/11/2011	0.408	0		119	113	405	0	385	0	10.3	35.0	0
1/12/2011	0.480	0		447	110	1789	0	440	0	15.8	63.3	0
1/13/2011	0.397	0		414	159	1371	0	526	0	33.2	109.9	0
1/14/2011	0.543	0		335	130	1517	0	589	0	16.9	76.5	0
1/15/2011	0.485	0		176	174	712	0	704	0	21.0	84.9	0

DARIGOLD OPERATIONS YTD DATA

2011	Darigold											
DATE	MGD FLOW	Over the .550 MG/D Permitted Limit	Flow Max	5 DAY BOD mg/L	TSS mg/L	TOTAL LBS BOD	Over the 3200 lbs Permitted Limit	TOTAL LBS TSS	Over Permitted 1500 Lbs Limit	Phosphorus	Phos LBS	Over Permitted 200 Lbs Limit
1/16/2011	0.519	0		294	116	1273	0	502	0	9.5	41.1	0
1/17/2011	0.463	0		167	120	645	0	463	0	17.6	68.0	0
1/18/2011	0.523	0		297	99	1295	0	432	0	14.8	64.6	0
1/19/2011	0.489	0		326	105	1330	0	428	0	10.4	42.4	0
1/20/2011	0.432	0		156	94	562	0	339	0	14.7	53.0	0
1/21/2011	0.423	0		135	89	476	0	314	0	15.4	54.3	0
1/22/2011	0.444	0		197	91	729	0	337	0	13.6	50.4	0
1/23/2011	0.509	0		138	91	586	0	386	0	16.3	69.2	0
1/24/2011	0.489	0		103	89	420	0	363	0	13.1	53.4	0
1/25/2011	0.538	0		121	78	543	0	350	0	11.8	52.9	0
1/26/2011	0.471	0		175	139	687	0	546	0	21.3	83.7	0
1/27/2011	0.474	0		168	164	664	0	648	0	15.6	61.7	0
1/28/2011	0.468	0		307	432	1198	0	1686	1	27.3	106.6	0
1/29/2011	0.504	0		296	394	1244	0	1656	1	21.5	90.4	0
1/30/2011	0.494	0		194	119	799	0	490	0	14.7	60.6	0
1/31/2011	0.410	0		90	133	308	0	455	0	16.5	56.4	0
2/1/2011	0.526	0		111	202	487	0	886	0	21.6	94.8	0
2/2/2011	0.415	0		230	175	796	0	606	0	22.8	78.9	0
2/3/2011	0.501	0		150	132	627	0	552	0	20.3	84.8	0
2/4/2011	0.470	0		272	223	1066	0	874	0	20.1	78.8	0
2/5/2011	0.595	1		570	430	2829	0	2134	1	27.8	138.0	0
2/6/2011	0.534	0		231	202	1029	0	900	0	20.5	91.5	0
2/7/2011	0.489	0		135	187	551	0	763	0	25.3	103.2	0
2/8/2011	0.358	0		215	140	642	0	418	0	24.5	73.2	0
2/9/2011	0.453	0		109	107	412	0	404	0	15.6	58.9	0
2/10/2011	0.453	0		286	185	1081	0	699	0	17.2	65.0	0
2/11/2011	0.460	0		370	80	1419	0	307	0	18.1	69.4	0
2/12/2011	0.522	0		155	92	675	0	401	0	12.4	54.0	0
2/13/2011	0.452	0		92	118	347	0	445	0	17.9	67.5	0
2/14/2011	0.466	0		163	114	633	0	443	0	17.8	69.2	0
2/15/2011	0.480	0		258	144	1033	0	576	0	15.5	62.0	0
2/16/2011	0.565	0		75	129	353	0	608	0	14.3	67.4	0
2/17/2011	0.525	0		149	94	652	0	412	0	15.3	67.0	0
2/18/2011	0.489	0		235	102	958	0	416	0	13.0	53.0	0
2/19/2011	0.414	0		161	143	556	0	494	0	22.5	77.7	0
2/20/2011	0.541	0		225	234	1015	0	1056	0	39.8	179.6	0
2/21/2011	0.426	0		429	200	1524	0	711	0	15.6	55.4	0
2/22/2011	0.553	0		167	142	770	0	655	0	15.5	71.5	0

DARIGOLD OPERATIONS YTD DATA

2011	Darigold											
DATE	MGD FLOW	Over the .550 MG/D Permitted Limit	Flow Max	5 DAY BOD mg/L	TSS mg/L	TOTAL LBS BOD	Over the 3200 lbs Permitted Limit	TOTAL LBS TSS	Over Permitted 1500 Lbs Limit	Phosphorus	Phos LBS	Over Permitted 200 Lbs Limit
2/23/2011	0.520	0		238	86	1032	0	373	0	15.2	65.9	0
2/24/2011	0.495	0		285	111	1178	0	459	0	14.0	57.8	0
2/25/2011	0.447	0		391	154	1458	0	574	0	10.6	39.5	0
2/26/2011	0.410	0		143	117	489	0	400	0	11.3	38.6	0
2/27/2011	0.485	0		116	108	469	0	437	0	12.2	49.3	0
2/28/2011	0.468	0		234	126	913	0	492	0	12.4	48.4	0
3/1/2011	0.440	0		603	185	2213	0	679	0	10.1	37.1	0
3/2/2011	0.469	0		326	105	1275	0	411	0	14.6	57.1	0
3/3/2011	0.420	0		159	140	557	0	490	0	16.8	58.8	0
3/4/2011	0.434	0		276	252	999	0	912	0	12.1	43.8	0
3/5/2011	0.415	0		251	164	869	0	568	0	17.5	60.6	0
3/6/2011	0.348	0		122	230	354	0	668	0	18.6	54.0	0
3/7/2011	0.284	0		97	71	230	0	168	0	11.8	27.9	0
3/8/2011	0.258	0		52	85	112	0	183	0	12.0	25.8	0
3/9/2011	0.418	0		203	104	708	0	363	0	14.1	49.2	0
3/10/2011	0.361	0		157	117	473	0	352	0	17.2	51.8	0
3/11/2011	0.248	0		165	84	341	0	174	0	12.1	25.0	0
3/12/2011	0.303	0		215	117	543	0	296	0	13.4	33.9	0
3/13/2011	0.253	0		271	160	572	0	338	0	17.1	36.1	0
3/14/2011	0.354	0		413	200	1219	0	590	0	12.6	37.2	0
3/15/2011	0.314	0		476	157	1247	0	411	0	16.5	43.2	0
3/16/2011	0.319	0		209	187	556	0	498	0	16.9	45.0	0
3/17/2011	0.298	0		330	120	820	0	298	0	9.4	23.4	0
3/18/2011	0.306	0		400	120	1021	0	306	0	13.6	34.7	0
3/19/2011	0.260	0		298	99	646	0	215	0	12.0	26.0	0
3/20/2011	0.278	0		180	110	417	0	255	0	12.4	28.7	0
3/21/2011	0.305	0		333	145	847	0	369	0	12.2	31.0	0
3/22/2011	0.304	0		285	102	723	0	259	0	8.9	22.6	0
3/23/2011	0.345	0		304	83	875	0	239	0	9.9	28.3	0
3/24/2011	0.329	0		579	77	1589	0	211	0	11.2	30.7	0
3/25/2011	0.260	0		315	74	683	0	160	0	15.4	33.4	0
3/26/2011	0.298	0		260	92	646	0	229	0	12.6	31.3	0
3/27/2011	0.327	0		149	102	406	0	278	0	11.2	30.5	0
3/28/2011	0.329	0		247	87	678	0	239	0	14.2	39.0	0
3/29/2011	0.304	0		206	109	522	0	276	0	12.3	31.2	0
3/30/2011	0.270	0		299	260	673	0	585	0	22.0	49.5	0
3/31/2011	0.337	0		259	150	728	0	422	0	15.9	44.7	0
4/1/2011	0.281	0		196	180	459	0	422	0	15.9	37.3	0

DARIGOLD OPERATIONS YTD DATA

2011	Darigold											
DATE	MGD FLOW	Over the .550 MG/D Permitted Limit	Flow Max	5 DAY BOD mg/L	TSS mg/L	TOTAL LBS BOD	Over the 3200 lbs Permitted Limit	TOTAL LBS TSS	Over Permitted 1500 Lbs Limit	Phosphorus	Phos LBS	Over Permitted 200 Lbs Limit
4/2/2011	0.308	0		552	115	1418	0	295	0	14.7	37.8	0
4/3/2011	0.265	0		251	127	555	0	281	0	15.4	34.0	0
4/4/2011	0.377	0		231	128	726	0	402	0	12.7	39.9	0
4/5/2011	0.302	0		204	115	514	0	290	0	16.8	42.3	0
4/6/2011	0.417	0		180	176	626	0	612	0	18.1	62.9	0
4/7/2011	0.314	0		123	234	322	0	613	0	13.7	35.9	0
4/8/2011	0.327	0		258	180	704	0	491	0	16.5	45.0	0
4/9/2011	0.332	0		255	118	706	0	327	0	13.6	37.7	0
4/10/2011	0.320	0		243	99	649	0	264	0	11.9	31.8	0
4/11/2011	0.350	0		39	103	114	0	301	0	10.6	30.9	0
4/12/2011	0.319	0		222	101	591	0	269	0	16.6	44.2	0
4/13/2011	0.279	0		535	87	1245	0	202	0	19.4	45.1	0
4/14/2011	0.294	0		297	160	728	0	392	0	17.8	43.6	0
4/15/2011	0.277	0		150	150	347	0	347	0	19.0	43.9	0
4/16/2011	0.329	0		174	158	477	0	434	0	19.1	52.4	0
4/17/2011	0.300	0		90	146	225	0	365	0	22.4	56.0	0
4/18/2011	0.297	0		221	199	547	0	493	0	13.0	32.2	0
4/19/2011	0.351	0		180	147	527	0	430	0	11.5	33.7	0
4/20/2011	0.323	0		378	134	1018	0	361	0	15.7	42.3	0
4/21/2011	0.277	0		65	52	150	0	120	0	14.0	32.3	0
4/22/2011	0.325	0		344	71	932	0	192	0	16.3	44.2	0
4/23/2011	0.340	0		194	96	550	0	272	0	15.9	45.1	0
4/24/2011	0.347	0		82	135	237	0	391	0	16.0	46.3	0
4/25/2011	0.279	0		209	119	487	0	277	0	14.6	34.0	0
4/26/2011	0.386	0		257	95	827	0	306	0	14.6	47.0	0
4/27/2011	0.332	0		237	138	656	0	382	0	15.4	42.6	0
4/28/2011	0.389	0		107	117	347	0	380	0	16.3	52.9	0
4/29/2011	0.331	0		347	150	958	0	414	0	20.7	57.1	0
4/30/2011	0.278	0		253	342	587	0	793	0	20.0	46.4	0
Total Over Permit		2					0		3			0

DARIGOLD OPERATIONS YTD DATA

Phos Cost	
12.1	
10.8	
10.0	
18.2	
13.5	
9.0	
19.3	
23.0	
14.8	
19.3	
14.6	
15.3	
19.7	
22.0	
27.6	
6.1	
21.9	
23.2	
13.3	
10.4	
20.3	
18.7	
10.8	
17.5	
16.0	
25.6	
8.4	
37.5	
28.1	
11.5	
21.4	1922.0
34.2	
30.7	
27.6	
31.7	
41.4	
24.2	
39.0	